

Graduation manual for clients of IDE Master students

Delft University of Technology
Faculty of Industrial Design Engineering
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This manual has been written by
The Faculty of Industrial Design Engineering of
Delft University of Technology, to inform
clients of Master graduation projects on the course's
contents, process and conditions.
With the appearance of this edition, any former editions
are expired.

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1. Introduction

This is the 'Graduation manual for clients of IDE Master students', prepared to inform a client/company/organisation (from here referred to as the *external party*) where a Master (MSc) student of the TU Delft Faculty of Industrial Design Engineering (IDE) is going to carry out a graduation project. The most relevant aspects of the MSc Graduation project are described in this document.

Part 1 - General information

General information about the faculty, the Master degree programmes, and the course 'Graduation Project' is to be found here.

Part 2 - The graduation process

Describes the more procedural aspects of the graduation project: which steps are included in the preparation phase and within the graduation project itself? Those aspects that are relevant to you as being external party are described.

Part 3 - Conditions for a graduation agreement

In this part, contractual matters are elaborated on.

This manual intends to provide a clear picture of those aspects of the graduation project that are important to clients that participate. If you would like to receive more information, or whenever there are any questions, you may contact Ms. E.M. Zwijnenberg MSc (for information concerning this manual) or Ms. M. Nahumury (for information related to contracts/IP).

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Relevant websites:

- Information for students about the graduation project: io.tudelft.nl/graduation
- Information for clients about individual graduation assignments, and on how to announce a graduation position: <https://www.tudelft.nl/en/ide/cooperation/student-projects/individual-graduation-projects/>
- General information for clients who want to cooperate with IDE faculty: <https://www.tudelft.nl/en/ide/cooperation/>

PART 1 - GENERAL INFORMATION

2. The TU Delft 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 a three-year Bachelor programme, the faculty offers three, two-year Master programmes:

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

Together, the number of students participating in the four IDE programmes makes our faculty the largest educational institute for industrial design engineering in the Netherlands. To date, the faculty's student population encompasses around 2000 students from all over the world, and already over 6000 students 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 IDE Faculty believes that by creating insights into people's behaviour, 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 IDE Master programmes

The three master programmes are all two-year, full-time programmes. Students who participate have obtained a Bachelor's degree in Industrial Design Engineering from one of the three Dutch universities of technology, or an IDE related education from another (Dutch or foreign) university.

The final, mandatory course of each master programme is the master graduation project, which accounts for 30 EC¹ in the programme. This means, that a student must devote 840 hours to the project, which is equivalent to 20 weeks of full-time work.

Profile: 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

¹ European Credits (EC) awarded in line with the *European Credit Transfer System (ECTS)*; one EC equals a study load of 28 hours

help to make technology relevant to people, and provide people-centred impetus for the further development of technology.

Dfl 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, Dfl 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.

Profile: Integrated Product Design (IPD)

The IPD programme focuses on teaching students how to design user-centred, innovative products and product service combinations, based on a balance between the interests of users, business and societal challenges. Graduates from this programme are able to cover the entire design process, starting from a design brief, and ending with a complete product that is fit for mass or small series production. Within the IPD programme, emphasis is on teaching conceptualisation and embodiment design, by applying systematic state-of-the-art theories and methodologies, and by integrating user, technology and business aspects. By determining a coherent integration of all these aspects IPD students come to successful new product proposals.

The international product development arena is changing rapidly; products are becoming smarter, better integrated into systems and have to comply with increasingly stringent standards. Product development is moving from an inter-disciplinary to a transdisciplinary occupation, becoming more knowledge intensive, and therefore in need of continuous updates of tools and methods.

The IPD Master's programme provides an integrated approach to the disciplines that are involved: advanced studies in innovative design theory and methods, aesthetics, ergonomics, engineering, and sustainability. The IPD curriculum includes multidisciplinary applied research on innovative product development embedded in its product design projects.

Profile: Strategic Product Design (SPD)

The SPD graduate is specialised in designing innovative and strategy-relevant outcomes (i.e., products, services, business opportunities) for organisations, by balancing market desirability, technological feasibility and business viability. The dominant focus of an SPD professional is both on the early stages of the innovation process, and on the subsequent implementation phase.

In the early stages of innovation, SPD graduates combine their creativity and the systematic application of state-of-the-art design, business, and research methodologies to identify business opportunities, and translate them into innovative, sustainable and strategically sound concepts. Subsequently, SPD

graduates support companies in the implementation of the identified business opportunities, by engaging stakeholders in the co-development of roadmaps, brand positioning and market introduction plans. In all of the above SPD graduates work collaboratively, by leveraging and combining the expertise of different stakeholders, and by engaging them with innovative ideas and practices.

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

4. The MSc Graduation project

The MSc Graduation project is the final piece of the Master's degree programme. Students have the opportunity to complete this project in the faculty or with an external client. When an external client is involved, the academic learning opportunity still is the primary objective of the project. The 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 client, the student has the obligation to put genuine effort in the project, and to execute the project to the fullest of his/her abilities. In spite of this, a student cannot be forced to deliver a certain result within the set amount of time, as in an educational project there should always be an option to fail.

The graduation project is considered to be both, the culmination of the student's work, and an academic and personal learning experience. The emphasis therefore is not only on testing competencies, but also on the development of knowledge, understanding and skills during the project. The student is given the opportunity to demonstrate worthiness of the academic title "Master of Science", and therefore to be capable of executing a complex project as an independent industrial design engineer.

The project is also considered to be a stepping stone to a future professional career. A high level of independency may be expected from the student in the planning and execution of it; the student is considered to act as the project leader of her/his own graduation project.

4.1 Mandatory deliverables of a graduation project

In order to assess the work of the student, three mandatory deliverables are defined which all need to be prepared in the English language.

- A graduation report (thesis); in which the process followed and results achieved are documented.
- A showcase; supervisors and student decide on its shape, as it should clearly demonstrate the results of the work in its context, and the (scientific) insights gained.
- A public presentation.

PART 2 - THE GRADUATION PROCESS

5. Prepare the graduation project

For the student, the following steps are, in no particular order, all part of the project's preparation phase:

1. Finding a graduation project;
2. Making an agreement with the client;
3. Setting up the supervisory team;
4. Formulating the graduation project brief.

5.1 Initiating a graduation project

The student is personally responsible for initiating the graduation project. The faculty does provide tools to support the student in determining what (s)he would like to do and learn in the project. The faculty also collects and publishes² an array of (external) graduation opportunities. Nevertheless, when publishing, the faculty does not fully check these opportunities on suitability yet, as it is part of the student's assignment to negotiate, and to create a project out of it that matches one's master programme.

A suitable graduation project...

- ...fits within the domain of industrial design engineering, is relevant to the mission of the IDE faculty (see Chapter 2), and relates to all extents of the 'human-business-technology triangle'.
- ...is feasible for a student with the knowledge, insights and skills acquired in his/her Master's degree programme (see Chapter 3), and within the timeframe of 20 weeks/100 working days.
- ...has the potential to be a fitting culmination of an academic Master's programme, in terms of content and complexity, giving the student the scope to demonstrate competencies and qualities of a self-reliant, professional industrial design engineer.

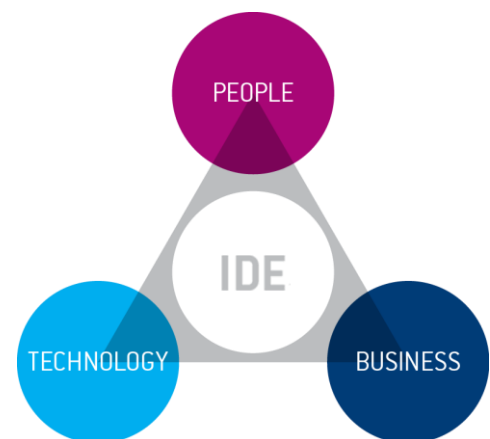


Fig. 2-5.1 The IDE domain

Next to that, a graduation assignment must offer the student the opportunity to show (s)he masters the learning objectives of the course Graduation project, which are:

1. Effectively collect, analyse, integrate, and generate knowledge required for the project;
2. Justify choices with respect to used methods and/or approaches used in the project;
3. Deliver a relevant project result. For design output this might mean a persuasive argument for the desirability/feasibility and/or viability of the design. For research output this could be originality and/or generalisability;

² External parties can send in their graduation opportunities to the 'afstudeerbank' (see Introduction -> Relevant websites). Next to internal opportunities, these are published on the faculty's graduation website.

4. Effectively and thoroughly communicate to, and discuss with, stakeholders involved in the project;
5. Manage a design and/or research project independently within the given time.

And last:

- The assignment should not conflict with the responsibility of the university to make the results of the graduation project, in both presentation and report, public (see also paragraph 6.4).
- The graduation project should be executed in English.

5.2 Making an agreement

Students are advised to, when having the initial orientation meeting, not only discuss the content of the graduation project, but to also pay attention to other topics and practicalities, such as:

- Supervision of the student within the company;
Who will supervise the student during the project? What can the student expect from the supervisor?
- Student's workplace;
Is there a workplace available for the student on the client's premises? Is the student expected to be there full-time?
- Graduation compensation;
Will there be a monthly compensation for the student? If so, what is the amount, and what does it cover? (See also Chapter 8).
- Graduation contract;
It is advised to establish agreements beforehand concerning intellectual property, confidentiality, publication and liability. TU Delft has drawn up a model contract in which agreements between student and external party are set down.
Because of the nature of the graduation project, its learning objectives, content and the required deliverables, which are fairly different compared to those of a regular internship, it is strongly recommended to use the IDE Graduation contract. See Part 3, and Appendix 1, for more information on this model contract.
- Publication policy;
When handing in the deliverables for graduation, the student is required to upload the thesis to TU Delft's Education Repository. In principle, this thesis must include research and project results.

When, while determining the scope of the project, you are of opinion an embargo on publication of the thesis will be necessary, the project must be considered not-suitable for an IDE Graduation project. The project should be reformulated in such way it can result in a thesis that can be made public after uploading it to the TU Delft Repository.

At the time of green light (4 weeks prior to graduation), the results of the project have taken

shape, and if the client at that point considers the results of the student's research or full project of extreme value to the client, there is an option to request for a delay of the TU Delft publication (= embargo). Publication can only be delayed for 1 or 2 years, and a fee is charged for this. See paragraph 6.4 for more information on the publication, and IDE's embargo policy.

5.3 The supervisory team

Together with, or after establishing agreements with regard to the graduation project with you, the student should compose the supervisory team.

A 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 expertise in the fields the graduation subject appeals to.
- One mentor of, and who represents the client. This mentor will supervise the student at the organisation where the project is executed, and is expected to participate in several meetings. The client mentor is not authorised to act as an examiner, but can function as an advisor.

5.4 The Graduation Project Brief

To officially start the graduation project for the faculty, the student has to draw up a Project Brief in which the full project is described, and for which a format is available. In consultation with the supervisors, the student must describe which agreements are made concerning the context of the project, the problem definition, the assignment, intended results, planning and approach. The Project Brief will also be checked by IDE's Board of Examiners, on suitability and feasibility, and study progress of the student who intends to start the project.

After the Board of Examiners' approval, the student officially started the graduation project.

6. Executing the graduation project

6.1 Supervisory meetings

During execution of the graduation project, meetings with the faculty members of the supervisory team are held on a regular basis. In these meetings, both project progress and content development will be discussed. The client mentor is expected to be present at a number of these meetings.

The student is regarded as 'project leader' and initiator throughout the duration of the graduation project, and is expected to prepare the meetings' agendas, to chair the meetings, and to take discussion notes. The work the student wants to discuss should be shared with the supervisors a few days prior to the meeting.

6.2 Midterm evaluation

After around 40 working days, the student will evaluate on findings and progress of the graduation project with the faculty supervisors; the midterm evaluation. This is an official assessment in the course, and there are different outcomes of this evaluation:

- **Continue;** student is on track. It is realistic to expect the project as was initially agreed on, can be finished within the available amount of time.

- **Adjust**; some adjustments should be made. The student is more or less on track, but due to different reasons (e.g. the project as proposed appears to be too comprehensive or complex), the student has to adapt the assignment, aimed for outcomes, and/or planning, in such way it will be realistic for the student to finish the project within the available amount of time. If this applies, you will be informed on the adjustments by the student.
- **Discontinue**; the student is behind schedule without any clear reasons, or the level of the work is far from satisfying. It is highly unlikely the student will be able to meet the course's learning objectives within the official time left, and thus to finish the project within the available time. If this applies, the chair and mentor will decide to stop the project. As client, you will be informed on such decision by the supervisory team and the student.

6.3 Green light meeting

The student plans a so-called green light meeting with the supervisory team after around 80 working days. The supervisory team will give the 'green light' if it can be expected, with reasonable certainty, that the student will successfully complete the graduation project within the next four weeks. During the green light meeting, the date of graduation is made definite. In case the student does not receive a green light, a new green light meeting will be scheduled around working day 100.

6.4 Considering an embargo

The TU Delft has, as a Dutch University that is largely publicly funded, the legal obligation to make academic work available for society in general, and for students and researchers specifically. Therefore, the student is required to provide the graduation project's thesis, including the design process, project results and recommendations, and showcase to the TU Delft Education Repository. TU Delft Repositories are an online database which contains TU Delft's academic output.

However, there may be reasons why you, the client, want to place an embargo on publication of the thesis. Applying for such embargo is possible, but the IDE Faculty is quite reluctant on this point. Placing an embargo on publication of a thesis impedes the fulfilment of the university's obligation, and is therefore undesirable.

Partly for this reason, the faculty charges a fee of 3000 euros for a 1 year embargo, and of 5000 euros for a 2 year embargo, which is the maximum period for a publication embargo. In the embargo period, the graduation deliverables cannot be accessed, but meta-data (data that defines the project, and by which it is found by search engines, like the author's name, date, institute and abstract) will be visible. If an embargo is requested because of a patent application, you should make sure to carefully check this meta-data, as it should not contain any patentable information.

In order to arrange the embargo, you must send a formal request for an embargo on publication of the graduation deliverables to IDE's Director of Education by email: opleidingsdirectie-io@tudelft.nl.

This request should contain:

- The reason for requesting an embargo;
- The period for the embargo (1 or 2 years);
- The billing address.

The embargo request must be received by the Director at least *three weeks* prior to the graduation day. For any requests received later, the embargo cannot be guaranteed on the graduation date.

7. The graduation day

On the day of graduation, two exams take place:

1. The exam of the graduation project: has the student completed the graduation project with at least a grade 6.0?
2. The exam of the Master programme. Because a student can only complete the graduation project when all other master courses have been finished, completing the graduation project with a sufficient mark automatically implies that the student has fulfilled all requirements for the Master programme, and thus will achieve the Master's degree.

The full graduation ceremony knows different parts.

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 30 minutes, the student can go into the objectives, methods, concepts and results of the project, followed by answering questions from the audience. The presentation is open to public, and must be given in English. It is a compulsory part of the examination.

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

When the client requests confidentiality during the presentation, the supervisory team and the Educational Board need to decide on its public nature, and/or on the non-disclosure of certain data or project results.

7.2 The project's assessment/MSc examination

In a 30-minute session, the TU Delft members of the supervisory team determine the final mark for the Graduation project. The client mentor will be asked for advice in this.

7.3 Evaluation

After having assessed the graduation project and by that, examined the student's Master programme, the supervisory team and student together evaluate the project for a maximum of 30 minutes. In this final meeting, both the team and student can obtain a clearer perspective on the strengths and weaknesses of the project performed.

7.4 Awarding the degree

After the evaluation, the members of the supervisory team, the student and all guests gather again in the graduation hall. The chair of the supervisory team will declare whether the student has passed the Graduation project course, and by that succeeded in reaching the Master's degree. Finally, the diploma associated with the Master programme will be handed over to the student, and so the graduation project is finished.

PART 3 - THE GRADUATION AGREEMENT

The TU Delft's main concern is to make sure that the graduation project and the specific wishes or demands of the involved client do not conflict with the tasks and rights of the university. Next to that, the university will want to be able to publish, and use the results of the graduation project for its own educational and research activities, and for 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 client (Annex 1 to Appendix 1 'IDE Graduation Contract').

TU Delft strongly advises the student and client 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 Chapters give a short explanation of the main terms of the model contract.

8. Compensation and reimbursement

The graduating student usually receives a fixed allowance per month for executing a graduation project with a client, to be determined by the client.

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 costs. 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, or to come up with a specific result within a fixed amount of time.

During the project, extra costs for models or prototypes, the thesis, and e.g. traveling may occur as a direct result of your, the client's involvement in the graduation project. It is the responsibility of the client to reimburse these costs.

9. Rights to results

In general, in the graduation contract the Intellectual Property Rights (IPR) to the results of the graduation project, with exception of the copyright on the thesis, will be transferred to the client. It is possible to make alternative arrangements on the basis of a written agreement between parties, under the condition that the student retains to be able to meet the requirements of the IDE graduation process, like publication obligations.

Based on the Dutch Patents Act (Rijksoctrooiwet 1995), in case of a patent application on the result of the graduation project, the true inventor's name (student) must be mentioned on the patent application as (co)inventor, and the student is entitled to financial compensation by the client for the loss of title, or

rights to the patent.

Occasionally, a TU Delft employee can claim to be (co)inventor in the graduation project. In that case, the client and university will come to an agreement on this matter.

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. If this is not possible, requesting an embargo on the thesis is an option (see paragraph 6.4 'considering an embargo'), in combination with the audience of the public presentation signing a Non-Disclosure Agreement, which is provided by TU Delft.

10. Confidentiality

Matters of confidentiality may involve both confidential information that the client makes available for the project (*confidential client information*), and *confidential graduation project results*, generated by the student.

10.1 Confidentiality regarding client information

The supervisory team, other faculty employees involved (if any), and the graduating student will treat with the utmost confidentiality all information from the client with which they have become acquainted during the graduation project. The client should make the confidential nature of this information explicit. The obligation of confidentiality will 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 client 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 the information required to monitor the progress, and to 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 for assessing the process and the result of the project, can be added to the thesis in a separate appendix report, which will only be available to the supervisory team. Adding an appendix report is free of charge. If this solution is not workable because the issue of confidentiality affects the entire project, then the project should be considered as unsuitable for a graduating student of the IDE Faculty. The project then must be reformulated in such way it can result in a project thesis which can be made public.

10.2 Confidentiality of project results, embargo

Confidentiality of the graduation project *results* is discussed in paragraph 6.4.

11. Liability

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

APPENDIX 1 – IDE Graduation contract

IDE Graduation Contract (model)

Version February 2019

Pages 17 – 22

Including **Annex I** 'General starting-points of the Faculty of IDE regarding IDE external graduation projects'

Pages 21 – 22

Graduation Contract (model)

Delft University of Technology / Faculty Industrial Design Engineering (IDE)

Including Annex I: 'General starting-points regarding IDE external graduation projects'

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 this Graduation Contract, relating to the execution of the graduation project resulting in a Master's thesis, 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 of this graduation contract;
- The purpose of the Graduation Contract is to provide adequate guidance for the graduating project to be executed on the basis of a Company question and to allow the Graduating Student to graduate in accordance with the graduation rules of the Faculty of IDE of DUT;

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, under supervision of DUT, resulting in a Master's thesis which will be assessed by DUT. While carrying out the graduation project the Graduating Students remains enrolled as a student at DUT.

Article 2

The graduation project plan is described in Annex II and is scheduled to start on (day, month, year) and ends(total 20 weeks, if fulltime). Extension of this period is possible by mutual agreement.

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 I.

Article 4

The Parties agree that the Faculty of IDE must formally approve the graduation project before it begins and, if, during execution of the graduation project, the supervisory team deems it necessary to make fundamental changes compared to the original project, the supervisory team shall submit the revised version to the Faculty of IDE for approval.

Article 5

The Parties agree that the chair has the final responsibility for the graduation project.

Workplace and guidance

Article 6

In connection with the graduation project plan, the Company shall enable the Graduating Student to perform work at the Company and shall make a suitable workplace available for this. The Company will provide adequate guidance for the Graduating Student.

Article 7

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

Compensation and reimbursement

Article 8

1. The Company undertakes to transfer € .. (.....euros) each month to the Graduating Students bank account during the period referred to in Article 2.
2. Reimbursement for travel and/or accommodation expenses and/or prototyping costs and/or other expenses are agreed on between the Company and Graduating Student as follows:.....

Result and rights to the result

Article 9

The intellectual property rights to all student results relating to the graduation project, with exception of copyright on the graduation report, shall vest in the Company. Nevertheless, DUT is allowed to use said results for its own educational and research activities and for its promotional and publicity purposes, which are DUT's rights according to the tasks and objectives of the university as laid down in the law. DUT will in executing these rights take into consideration the interests of all involved.

Article 10

1. If the Graduating Student's work results in an invention for which a patent may be requested, the owner of the IP on the results of the graduation project, i.e. the Company, shall be entitled to the patent, unless the invention is unrelated to the subject-matter of the work.
2. All costs associated with an application for and/or maintenance of a patent shall be borne by the Party entitled to the patent.
3. If the Graduating Student has made an invention relating to the graduation project 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 a financial compensation – for the loss of a patent – from the Company. In case one or more employees of DUT claim to have a significant part in said patent the Company shall enter into an agreement with the university.

Ownership of models and prototypes

Article 11

Models and prototypes will be the property of the Party at which costs they have been produced i.e. the Company.

Reporting

Article 12

The Graduating Student shall periodically report to the Company, regarding progress and results of the graduation project. The project shall be concluded with a graduation report and a public presentation.

The Graduating Student shall send or deliver the graduation report to the Company.

Confidentiality of Company background information

Article 13

1. Confidentiality obligations shall be observed only for information the Company provides the student with. The research done - and the results generated - by the student will be considered foreground information.
2. All background information from the Company with which the Graduating Student has become acquainted during the graduation project, and in respect of which the Graduating Student has been informed explicitly by the Company that the information is confidential, will be kept confidential by the Graduating Student for a period of five years. This duty shall not be applicable to:
 - information which is in the possession of the Graduating Student at the moment the Graduating Student is informed of this information by the Company;
 - information which is generally known on the day on which the Graduating Student is informed of this information by the Company;
 - 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;
3. The Graduating Student will put information designated as confidential in a Confidential Appendix to the Graduation Report. The Company is allowed to check whether the report does not contain any confidential information. Foreground information is not to be left out of the graduation report or included in the confidential appendix.

The Graduating Student is allowed to share confidential information with the DUT supervisors and/or examiners who are, according to the Collective Labour Agreement of Dutch Universities, obliged to treat this information confidential.

Publication

Article 14

The graduation project shall be concluded with a public presentation at the Faculty of IDE, taking into account possible confidentiality as said in Article 13, and/or publication delay of the graduation report (embargo) in Article 15.2.

Article 15

1. The graduation report, with exception of the Confidential Appendix, shall be made available for public inspection at the repository of DUT from the moment the Graduating Student uploads the report (approximately 1 week before the public presentation).
2. If the Company at the green light-meeting (approximately 4 weeks before the public presentation) believes that its interests may reasonably be harmed by the report's publication, the Company can delay said publication by requesting a temporary, one- or two-year embargo from the IDE's Educational Director, under payment of the valid embargo fee.
3. None of this shall affect the Graduating Student's right to issue the graduation report including the Confidential Appendix to the DUT supervisors.

Article 16

During execution of the graduation project, the Graduating Student shall exchange ideas with third parties about the project only 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 17

1. 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 and DUT 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.

Early termination

Article 18

1. If one of the Parties - the Company or Graduating Student - is of the opinion 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.
2. Before terminating the Contract, the Parties must raise the matter with the other Party and request mediation from the DUT supervisory team members.
3. If the Contract is terminated, it shall cease to have effect for both Parties. Confidentiality however, shall be observed as said in Article 14.

Miscellaneous provisions and applicable law

Article 19

If the Graduating Student is ill, the Student shall notify the Company mentor.

Article 20

If problems, of whatever kind, arise during the graduation project, the Graduating Student shall consult first with the Company mentor.

Article 21

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

Article 22

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

Agreed, drawn up and signed in duplicate with Annex,

Dated,

Dated,

City of

City of

On behalf of the Company
Name:

The Graduating Student
Name:

(Signature)

(Signature)

IDE Graduation Contract (model)

Delft University of Technology / Faculty Industrial Design Engineering (IDE)

Annex I

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 resulting in a Master's thesis which will be assessed by DUT (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 and services 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;
 - 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. A supervisory team must be formed in this regard.
- 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 Company in case one or more employees of the university claim to have part in a patent relating to the graduation project.

Guidance for the Graduating Student

- 2.1 For guidance to the Graduating Student a supervisory team shall be formed, made up of the following persons:
- one Industrial Design Engineering staff member, being the chair of the supervisory team;
 - one other university staff member, being the DUT mentor;
 - one mentor from the Company.
- 2.2 Both chair and DUT mentor of 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 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 DUT 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 Board of Examiners of the faculty of IDE, and to the Company.