

## The Work Placement Agreement

The undersigned:

1. **[FULL NAME COMPANY]** having its registered office in **[TOWN]**, **[ADDRESS]**, hereafter referred to as 'the Company', and hereby legally represented by **[FULL NAMES as appear in passport]**, in the position of **[JOBTITLE]**.

and

2. **[FULL NAMES STUDENT as appear in passport]**, born **[DATE OF BIRTH]**, registered as student at the TU/e **[STUDENTNUMBER]**, hereafter referred to as 'the Student'.

and

3. Eindhoven University of Technology, having its principal office at Groene Loper 3, Eindhoven, the Netherlands, hereinafter 'the TU/e', herewith legally represented on behalf of the Executive Board by **[FULL NAMES as appear in passport]**, in the position of **[JOBTITLE]**.

state that they have agreed the following:

### 1. Definitions:

Work Placement Agreement	The Work Placement Agreement applies to a work placement pursued by a student as part of his or her final year graduation project at the TU/e, or to a work placement that is part of the student's study at the TU/e.
Work Placement Project	The project to be undertaken by the Student based on a request from the Company.
Result	All the results generated by the Student in the Work Placement Project, including but not limited to data, reports, findings, recommendations, conclusions, sketches, models, prototypes, materials and other tangible items.
TU/e Supervisor	An employee of the TU/e acting as supervisor of the Student
Confidential Information	All Company Information with which the Student comes into contact during his/her Work Placement Project and about which the Student is explicitly informed that confidentiality is obligatory.

### 2. Workplace and supervision

- 2.1 The Company ensures that the Student is able to carry out the work contained in the Work Placement Project within the Company as well as provide adequate supervision in performing the Work Placement Project.

- 2.2 The Student shall at all times comply with the Company's instructions, policies and Code of Conduct for security and safety reasons. The Student must also at all times observe the applicable privacy rules of the Company.

### **3. Status of the Student**

- 3.1 The Work Placement Agreement is not a contract of employment within the meaning of Section 610 of Book 7 of the Dutch Civil Code.
- 3.2 While carrying out the Work Placement Project the Student will remain registered as a student at the TU/e.

### **4. Remuneration**

- 4.1 The Student will receive remuneration (based on fulltime placement) of € **[GROSS MONTHLY SALARY]** gross per month.
- 4.2 If the Student does not have a public transport card, the Student will receive a travel allowance of € **[GROSS MONTHLY TRAVEL ALLOWANCE]** gross per month.

### **5. Duration, working hours and leave**

- 5.1 The Work Placement begins on **[START DATE]** and will end no later than **[END DATE]**.
- 5.2 The duration of the Work Placement can be modified. An amendment should be added to this agreement in case of change of the duration.
- 5.3 The working week shall be **[HOURS]** hours per week.
- 5.4 The Student is entitled to **[FREE DAYS]** free days per month.

### **6. Rights to the Results**

- 6.1 Copyright applies to the Work Placement Report and shall be owned by the Student.
- 6.2 The intellectual property rights to all the Results shall be owned by the Company.
- 6.3 If the work of the Student leads to an invention that can be patented, the Company has the right to the patent unless the invention is considered unrelated to the subject of the work or unless the Company and Student decide otherwise.
- 6.4 Unless otherwise agreed, all costs associated with the application and/or retention of a patent are for the account of the applicant.
- 6.5 If the Student has invented something that can be patented, he/she will be listed as the inventor in the patent application and on the patent itself. Given the financial significance of the invention and the circumstances under which this occurred, the Student has a right to financial compensation by the Company - for deprivation of a patent on the basis of article 12.6 of the State Patent Act 1995.

## **7. Confidentiality**

7.1 For the duration of the Work Placement Project and for a period of five years thereafter the Student may not:

- make known, publish or furnish to third parties any of the Confidential Information without prior written permission from the Company;
- use the Confidential Information for any other purpose than to carry out the Work Placement Project.

7.2 The confidentiality obligation does not apply to Confidential Information where by the Student can demonstrate that:

- he/she had possession of such information at the time that this was made known or provided by the Company;
- such information was publicly known on the day on which this was communicated by Company to the Student;
- this was legally acquired by the Student from a third party;
- this was made public after the date on which this Work Placement Agreement took effect other than through unlawful action by the Student;
- the Student has prior written permission from the Company to lawfully publish the information.

## **8. Publication**

8.1 The Work Placement Project is completed with the Work Placement Report. Notwithstanding the restrictions in article 7, the Work Placement Report, being a graduation thesis, will in principle be published and incorporated at the department and TU/e library.

8.2 If the Company is of the opinion that its commercial interest could be impaired by publication of the Work Placement Report, the Company may impose a temporary embargo of two years before the Work Placement Report is published and incorporated in the TU/e library.

8.3 If the Company considers a longer embargo to be necessary, the Company must submit a request, stating reasons, to the Graduate Program Director, who may decide to extend the confidentiality period for a maximum of a further three years. If the embargo exceeds a period of two years two Work Placement reports must be drawn up, one that contains Confidential Information and one that can be incorporated in the library during the embargo. Both Work Placement Reports must be approved by the TU/e-supervisor.

8.4 Articles 8.2 and 8.3 do not affect the right of the Student to present the original text (including possible Confidential Information) to the TU/e-supervisor, members of the graduation committee/examination committee/visitation committee (NVAO). The original Work Placement Report serves as the basis for the assessment of the Student over the Work Placement Project.

## **9. Liability**

9.1 Prior to the actual commencement of the Work Placement Project, the Student is obliged to ensure he/she is and remains adequately insured throughout the duration of the Work Placement Project. This insurance must cover at least personal liability and, in case of international experiences, health.

- 9.2 The Company is liable for injury or loss, which the Student might suffer during or in connection with his/her presence in or at the Company. The Company is liable for injury or loss, which is the result of the performance of the activities of the Student, except insofar this injury or loss is the result of intent or gross negligence on the part of the Student.

## 10. Premature termination

- 10.1 The Company may terminate this agreement with immediate effect if:
- the Company is of the opinion that the Student has not adhered to the rules or instructions of the Company;
  - the Student has breached his/her obligations concerning confidentiality as stated in article 7 and 8;
  - the Student behaves such that the Company cannot reasonably continue supervision of the Student;
  - the Company cannot reasonably continue to supervise the activities of the Student.
- 10.2 This agreement will otherwise terminate:
- at the end of the period stated in article 5.1;
  - with the mutual agreement of the Parties;
  - upon the death of the Student, or;
  - in the event of bankruptcy of the Company.

## 11. Other stipulations and applicable law

- 11.1 In the event of problems during the Work Placement Project the Student must first communicate these problems to the Company. Disputes between the Student and the Company will be presented to the TU/e-supervisor and/or internship coordinator.
- 11.2 If the Company, the TU/e-supervisor and the Student fail to resolve the dispute, this may be presented to the chairman of the Examination Committee of the department and to (a representative of) the Company.
- 11.3 This agreement may not be amended or modified except by mutual and duly granted consent in writing.
- 11.4 This agreement shall be governed by the laws of the Netherlands.
- 11.5 Any disputes arising out of or in connection with this Agreement shall exclusively be referred to the competent courts of *de Rechtbank Oost-Brabant*, the Netherlands.

Signed in triplicate,

<b>Company</b> Click or tap here to enter text.	<b>Student</b> Click or tap here to enter text.	<b>TU/e</b> , on behalf of the Executive Board, Click or tap here to enter text.
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