

Part B of the Work Placement Agreement

Terms and conditions of work placement as part of the Work Placement Agreement between the Company, Student and TU/e

B.1. Definitions:

Work Placement Agreement	Part A, Part B and Part C, which are inextricably linked and together form the Work Placement Agreement. The Work Placement Agreement applies to both a work placement pursued by a student as part of his or her final year graduation project at the TU/e and 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 and as further defined in the Project Plan.
Work Placement Project Result	All the results derived from the Work Placement Project, including but not limited to data, reports, findings, recommendations, conclusions, sketches, models, prototypes, materials and other tangible items.
Work Placement Report	The report of the Student including a description of the Work Placement Project, the manner in which this was performed and the Work Placement Project Result.
Company	The Company, stated in Part A, where the Student carries out his or her work placement.
Company Coordinator	An employee of the Company
Coordination Team	The team, comprising the Company Coordinator and the TU/e Mentor, which is formed to supervise the Student in performing the Work Placement Project. The members of the Coordination Team are stated in Part A.
Part A	The part of the Work Placement Agreement that contains the project-specific Information of the Work Placement Agreement.
Part B	The part of the Work Placement Agreement that contains the Work Placement Terms and Conditions.
Part C	The Project Plan.
Parties	The Parties to the Work Placement Agreement specified in Part A.
Project Plan	The written plan drawn up by the Student in consultation with the Coordination Team containing a summary of the Work Placement Project. A copy of the Project Plan is attached to this Work Placement Agreement as Appendix C.
Student	The Student, stated in Part A, that carries out his or her work placement and will perform the Work Placement Project at the Company.
TU/e	Technische Universiteit Eindhoven
TU/e Mentor	The TU/e employee acting as mentor 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.

B.2. Work Placement Project

B.2.1. The Student must perform the Work Placement Project with due care.

B.2.2. The Company and the TU/e will ensure that the Student acquires tasks and responsibilities commensurate with his/her competence level and with the educational goals for the period in which the Work Placement Project takes place.

B.3. Approval of the Work Placement Project

B.3.1. Before any Work Placement Project is decided, the Parties must consult with the Coordination Team on the contents of the Work Placement Project, as detailed in the Project Plan.

- B.3.2 The TU/e Mentor in the Coordination Team will supervise the Student in performing the Work Placement Project and bear the final scientific responsibility for the Work Placement Project.
- B.3.3 The Parties agree that the Examination Committee of the department must formally approve the Project Plan before the Work Placement Project may begin. The Project Plan must have been drafted by the Parties at the latest 6 (six) weeks after the start of the Work Placement Project unless otherwise agreed. The Project Plan is an inextricable part of the Work Placement Agreement.
- B.3.4 If there appear to be fundamental necessary amendments to the original Project Plan during the performance of the Work Placement Project, the Parties will submit a request for these amendments to the Coordination Team that will then present the amended version to the department's Examination Committee for its approval.
- B.4. Workplace and supervision**
- B.4.1 The Company must ensure 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.
- B.4.2 The Student must adhere to the instructions of the Company Coordinator in performing the Work Placement Project.
- B.4.3 The Student may not undertake other activities within the Company that fall outside the scope of the Project Plan for the Work Placement Project.
- B.4.4 The Student must adhere to the code of conduct and instructions as these apply to the employees of the Company for the purpose of order, safety and health.
- B.5. Status of the Student**
- B.5.1 The Company will treat the Student as an employee during the Work Placement Project.
- B.5.2 While carrying out the Work Placement Project the Student will remain registered as a student at the TU/e and the Student retains the right to participate in educational activities at the times stated in the Project Plan.
- B.6. Compensation and fees**
- B.6.1 The Student will receive a work placement fee from the Company. This is specified in Part A. Insofar as the compensation exceeds the limits of reimbursement, income tax and social security premiums will be deducted.
- B.6.2 The relevant Company regulations apply to any compensation for travel and accommodation or other expenses. If the company has no regulations for this, compensation for the expenses stated above can be agreed between the Company and the Student.
- B.7. Result of the Work Placement Project and rights to the result**
- B.7.1 Copyright applies to the Work Placement Report and the corresponding drawings, models and/or prototypes. The Student retains the copyright irrespective of the rights of the TU/e, according to the tasks and goals of the TU/e as stated by law, in respect of use and publication, taking account of the interests of the parties involved.
- B.7.2 The intellectual property rights to all the results deriving from the Work Placement Project belong to the Company, notwithstanding that the TU/e, according to the tasks and goals of the TU/e as stated by law, is fully entitled to exercise the right in respect of publishing the results of the Work Placement Project, namely for its own educational and research activities and for promotional and publication purposes, taking account of the interests of the parties involved.

- B.7.3. 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 not relevant to the subject of the work or unless the Parties decide otherwise.
- B.7.4. In the event that the Company does not wish to exercise the rights as stated in article B.7.3, the Company will first offer this to the TU/e according to specific terms and conditions. In the event that the TU/e also expresses no interest, the Company can offer the rights to third parties.
- B.7.5. Unless otherwise agreed, all costs associated with the application and/or retention of a patent are for the account of the applicant.
- B.7.6. If the Student has invented something that can be patented, he/she will be stated 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.
- B.7.7. In the event that one or more employees of the TU/e are involved in an invention, patent and/or commercial exploitation in respect of the Work Placement Project, the Student and/or Company will enter into an agreement with the TU/e.
- B.7.8. Models and prototypes produced at the department may be sold to the Company. For models that are mainly produced by the Student, half of the costs of materials incurred by the department will be charged if these total no more than 250 euros. If the costs are higher, the department will determine a price that takes account of the practical value of the model. The department's director of education will decide in all other cases.
- B.8. Reporting**
- B.8.1. The Student must periodically draft a report to the Company on the progress of the Work Placement Project and the Work Placement Project results.
- B.8.2. The Work Placement Project is completed with the Work Placement Report that may be published and incorporated at the department and/or TU/e library. The Student may retain one copy. At the end of the Work Placement Project the Student will make a presentation (possibly public) about the Work Placement Project.
- B.8.3. If the Company is of the opinion that its commercial interest could be impaired by publication of the Work Placement Report, the Company may submit a request for a temporary embargo of twelve months before the Work Placement Report is incorporated in the department library.
- B.8.4. If the Company considers a longer period of embargo to be necessary, two Work Placement reports must be drawn up, one for the Company that contains Confidential Information and one that can be incorporated in the library. Both Work Placement Reports must be approved by the Work Placement Project examiners.
- B.8.5. Articles B.8.3 and B.8.4 do not affect the right of the Student to present the original text (including the Confidential Information of the Company) to the members of the Coordination Team. The Work Placement Report containing the Confidential Information of the Company serves as the basis for the assessment of the Student over the Work Placement Project.
- B.9. Confidentiality**
- B.9.1. For the duration of this Work Placement Agreement and for a period of three 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.

The confidentiality obligation does not apply to Confidential Information whereby 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.

B.9.2. While undertaking the Work Placement Project the Student may only exchange ideas with third parties on the Work Placement Project with permission from the Company. The Student may not, however, be held liable if the Work Placement Project (or its data) is made public through no fault of his/her own, except in the event of gross negligence or willful act by the Student.

B.10. Liability

B.10.1. 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 health and personal liability. If the Student is so requested, he/she must present a copy of the respective policy or evidence of payment of the insurance premium.

B.10.2. The Company is responsible for injury and damage incurred by the Student as the result of the Work Placement Project.

B.10.3. As for the cover of any costs that arise due to an event for which the Student can be held legally liable, the Student must be fully covered by the personal liability collective insurance of the Company.

B.10.4. The Company must protect the Student against any form of intimidation and/or discrimination in the workplace under the principle of equal rights.

B.10.5. If the Company makes use of the results of the Work Placement Project or allows third parties use of these, the Company must indemnify the Student of any claims by the Company itself and/or third parties unless the damage results from gross negligence or willful act by the Student.

B.11. Duration

B.11.1. The scheduled duration for the Work Placement Project is specified in Part A.

B.12. Leave of absence and illness

B.12.1. The number of free days to which the Student is entitled per month is specified in Part A. Requests to extend this may only be accepted by the Company after consultation with the Company Coordinator and the TU/e-Mentor.

B.12.2. In the event of illness the Student must inform the Company's administration office and the TU/e Mentor. In the event of longer-term illness the duration of the Work Placement Project can be extended after joint consideration by the TU/e Mentor, the Company Coordinator and the Student.

B.13. Premature termination

B.13.1. The Company may terminate this agreement with immediate effect if:

- a. the Company is of the opinion that the Student has not adhered to the rules or instructions of the Company Coordinator;

- b. the Student has breached his/her obligations concerning confidentiality as stated in article 9;
- c. the Student behaves such that the Company cannot reasonably continue supervision of the Student;
- d. the Company cannot reasonably continue to supervise the activities of the Student.

B.13.2. The TU/e may terminate this agreement with immediate effect and recall the Student if it is of the opinion that the activities at the Company are not commensurate with the intentions of the Work Placement Project.

B.13.3. This agreement will otherwise terminate:

- a. At the end of the period stated in article B.11,
- b. With the mutual agreement of the Parties,
- c. Upon the death of the Student, or
- d. in the event of bankruptcy of the Company.

If the Company, the Student or TU/e is of the opinion that another Party does not comply with the stipulations or obligations of this agreement or has well-founded cause to doubt the continuation of the Work Placement Project, the Work Placement Agreement can be terminated by that Party. If the Work Placement Agreement is terminated, it is no longer valid for all Parties.

B.13.4. Before terminating the Work Placement Agreement the Parties must first discuss the matter with the other Parties and request arbitration from the Coordination Team.

B.14. Other stipulations and applicable law

B.14.1. In the event of problems during the Work Placement Project the Student must first relate these to the Company Coordinator. Disputes between the Student and the Company will be presented to the TU/e mentor.

B.14.2. If the Company Coordinator, the TU/e mentor 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.

B.14.3. The appendices to this agreement are an integral part of it.

B.14.4. The headers to the articles are intended only for convenience and have no influence on the significance or consequence of this agreement and are not intended for the purpose of interpretation.

B.14.5. This agreement is subject to Dutch law.

B.14.6. The Company and the Student must consult with each other and with the Coordination Team in respect of matters not catered for in this Work Placement Agreement.