UNIVERSITY OF TWENTE.

Faculty of Engineering Technology

Assignment agreements - *b*ackground information for students

This document contains information for students when asked to sign assignment agreements or non-disclosure agreements, related to student assignments with external institutes.

Assignment agreement

If you have accepted a project with an external organisation always register the formalities with regards to the assignment in an agreement. Unless the host organization requires to use their own format, please use the format of the Faculty of Engineering Technology. This format has been specifically developed for student assignments. It has been based on national agreements by the association for Dutch universities (VSNU), the "Vereniging Hogescholen" and NUFFIC. The Engineering Technology format is a three party agreement in which the representative of the host organisation, the Managing Director of the University of Twente and you merely sign for the part he/she is responsible for.
If the host organization requires the use of their own contract format, please compare this format to the faculty agreement format. Furthermore, please take note of the recommendations below.

Financial Compensation

To avoid potential conflicts of interest it is our policy that students are not offered a salary for their work with the host organization. Instead, an internship compensation (Dutch: stagevergoeding *or* onkostenvergoeding) can be offered, which typically is substantially lower than a salaried position. In this way you can operate as an independent university researcher rather than having to follow the company's vision.

Publication of results

We strive at making public all information resulting from the student project. As such, this information should be available for publication by yourself and your supervisor. Normally, the thesis will be added to the UT library public repository. Having the right to publish your report and the outcomes of your work is important for your own career and your résumé, and serves as an inspiration for other students. Furthermore it shows outsiders the type or work our students do and with which companies. Therefore it is important to produce a report that can be published. When writing your report it is good to keep this in mind, taking care that no confidential information is included in the final report. Communicating about this with your host organization supervisor is essential to avoid conflicts in later stages.

In some cases companies have substantial objections against publication of the results. In such situations the report may be treated as confidential for a period of up to one year.

In exceptional situations a two-year confidentiality may be required. If a company feels that one year is not sufficient, a written argumentation for that purpose should be submitted to the university.

Full and permanent non-disclosure/confidentiality of your project is only acceptable in very extreme cases because in case of study-programme accreditation the report needs to be available to the accreditation committee.

Confidentiality (Non-disclosure agreement)

Companies may request to lay down issues as described above under "Publication of results" in a separate confidentiality agreement next to the assignment agreement. Our aim is to avoid confidentiality agreements as much as possible. However, if an external organization insists on having a confidentiality agreement preferably use the confidentiality agreement designed by the Faculty of Engineering Technology.

Please pay attention that only the Dean or the Managing Director can sign the confidentiality agreement

In any case you are expected to deal carefully with information that can be considered as confidential. Specifically, keep in mind that you do not discuss confidential information with fellow students, relatives etc.

Copyright

You are the owner of the copyright. If you decide to sign an agreement in which you hand over any copyright to the host organization you need to realize this means you cannot use anything from your own thesis later on, without written consent from the host organization.

Penalty clauses

In some cases a penalty clause is included in the confidentiality agreement. Although confidentiality agreements are used by companies to protect their interests you are not obliged to accept every aspect in it. For instance some companies maintain extreme financial penalty clauses and our advice is not to sign these financial commitments unless you are truly aware of the consequences.

Furthermore it is essential that you discuss the content of such contracts with the host organization contact person, but also with your UT supervisor. If the agreement requires a UT signature, be aware that an extraordinary high financial penalty clause will result in the UT not signing the agreement.

Insurances

Verify that the agreement with your host organization includes commitment to provide an accident insurance. Should this not be the case, you will have to arrange an accident insurance to cover yourself against loss of income in case of a disability resulting from an accident in the workplace.

Verify with your health insurance whether the financial arrangement you have with the host organization affects your health insurance premium.

Other

Ensure that the agreement you sign stipulates that the host institution will provide the facilities necessary for you to perform all tasks and to meet your learning objectives.