How does signing the enrollment form affect my intellectual property rights?

The student agrees:
- in connection with his/her study in the academic year from September 1st 2014 to August 31st 2015, also in cooperative projects between the TU/e and third parties, to perform activities, conduct research, design and create works, generate data collections, accumulate know-how and/or draft concepts (hereafter referred to as the “Research”);

- to waive any rights relating to his/her activities in the context of the Research in favor of the TU/e;

- to cooperate free of charge, irrevocably and unconditionally on behalf of the TU/e, if necessary at the first request from the TU/e, on the acquisition of intellectual property rights relating to the results of the Research. ‘Results’ are understood to be: any product in the broadest sense originating in the Research that can be considered know-how or to which intellectual property rights apply or can apply. Products include, not exhaustively, works, inventions, data collections or programs;

- to have taken cognizance of the TU/e regulation on patents and inventions, in particular article 6;

- to consult the TU/e in the event of the application of results of the Research in the context of his/her professional practice (for example, setting up an own company);

- to keep confidential all verbal and/or written information, data, know-how and other matters made available to him/her in the context of the Research and/or created or generated during the conduct of the Research (including the results), for a period of three (3) years, as of the date of the expiry of this statement (being the end of the academic year to which the statement applies), with the exception of information which he/she can prove in writing:
  a. is publicly accessible and does not violate any obligations to confidentiality;
  b. was obtained legitimately from a third party, who legitimately possessed the information and was entitled to make the information public;
  c. was legitimately in his/her possession before the start of the Research;
d. is no longer confidential, on the basis of written permission in advance from the TU/e.

- not to reveal any of the information to be kept confidential (including the results) to any other person or to use it and/or make it public for any other purpose than that for which it was provided, without explicit written prior permission from the competent authority of the TU/e. The purpose of providing the information is the performance of activities in the context of the Research;

- that, during the period in which the Research is conducted, the exchange of information and know-how with persons who are also engaged in the same Research/project shall be exempted from the confidentiality requirement, in as far as such exchange is necessary for the conduct of the same Research/project and as long as said persons have also signed a confidentiality statement;

- to return all confidential information to the TU/e at the end of the Research;

- not to exploit the results in any way;

- that, by signing the enrollment form, he/she is not violating any commitments to one or more other parties than the TU/e;

- that, in the event of disputes arising from this statement, Dutch law is applicable and exclusive competence lies with the court in ‘s-Hertogenbosch.