

## Contract for TU/e loan

### The parties,

Eindhoven University of Technology, Den Dolech 2, 5612 AZ, Eindhoven (hereafter referred to as 'the TU/e'),  
represented by Dr K.S. Ali,

And ..... (full name of student)

born on ..... (date of birth), student at Eindhoven University of Technology,

on the Master's program ..... (name of Master's  
program)

(hereafter referred to as 'the student')

### Considering that

the TU/e intends to enable students who do not qualify for a grant to take out a loan amounting to twice the institution's tuition fee in order to follow a two-year Master's program.

### Have agreed as follows

#### Article 1 General provisions

1. The TU/e has entered into an agreement with two entities of the Dutch Rabobank Group, being Coöperatieve Rabobank Eindhoven U.A. and Rabo Financieringsmaatschappij B.V. (hereinafter referred to as: the Dutch Rabobank) that will give the student the opportunity to apply for a loan with the Dutch Rabobank amounting to twice the institution's tuition fees for the duration of the Master's program, that being 24 months.
2. The student will remain liable for repayment of the loan at all times.
3. Once the student has graduated, he/she will be obliged to live and work in the Netherlands for three years.
4. If the Master's student graduates with a first class or 'cum laude' degree, the TU/e may offer the student a Ph.D. contract for a minimum period of four (4) years. His or her doctoral degree will be conducted at the TU/e and the relevant Promotion Rules apply. It is also possible that the Master's student is offered a post Master's design program for Technology Designers in training.

#### Article 2 Eligibility

1. The student must have been admitted to the Master's program:

..... (name of Master's program)

for the academic year 2010-2011 and have received an official letter of acceptance stating that admission has been granted by the admissions board of the TU/e.

2. The student may not be eligible for support under the Dutch system of study grants and loans ("Studiefinanciering").
3. The student must comply (where required) with the Dutch visa criteria.
4. The student may not have been granted a scholarship by any other scholarship organization.
5. The student must have a non-EEA nationality.
6. The student can apply for a loan only if he/she can support him/herself financially during both years of the Master's program. The student must transfer € 10,000 to account number 1148.70.438 by 1 June 2010 as proof of his/her ability to support him/herself for at least the first year of the Master's program .

*Article 3* The loan

1. Before the loan can be paid, the student must have a Dutch Rabobank account.
2. The student agrees that the TU/e applies for a bank account and a loan on behalf of the student, and specifically grants a power of attorney to TU/e for such application. The Dutch Rabobank assesses whether the student will be qualified to open a bank account and conclude a loan. The Dutch Rabobank will inform the student and the TU/e of the outcome of such assessment.
3. The conditions that are applicable to both the loan and the bank account are solely determined by Rabobank. In principle the following conditions will be part of such conditions:  
A- The student agrees to Rabobank transferring the tuition fee due to the account of the TU/e to pay his/her enrollment fee for the 2010-2011 and 2011-2012 academic years.  
B-The student's obligation to repay the loan will commence after he/she has graduated, on 30 October 2012.  
C-Repayment will take place in 36 monthly installments over the three years following the student's graduation.

*Article 4* Other obligations incumbent on the student

1. The student undertakes to make every effort to complete the Master's program within the official period (24 months).
2. The student must be easy to reach, without any interruption throughout the entire period during which the program is taught, and during the period of repayment.
3. The student should contact the Education and Student Service Center on arrival to make arrangements for insurance in the Netherlands. The student is obliged to take out insurance during his/her stay in the Netherlands, including health and third-party liability insurance. Failure to do so will result in termination of the loan. Insurance costs are to be paid by the student.
4. The TU/e will apply for an entry visa for the student, provided that the student sends all necessary documents requested by the TU/e to the Education and Student Service Center before the deadline stipulated. Visa and residence permit costs are to be paid by the student and will be deducted from the € 10,000 to be paid in advance by the student to the TU/e. The student is obliged to notify the TU/e within three days about changes in his address in the Netherlands, his home address and his e-mail addresses.
5. The TU/e will transfer the remaining amount of the € 10,000 (i.e. minus the deductions mentioned above) to the student's Dutch Rabobank account on or shortly after 1 September 2010.
6. An agreement will be made between the TU/e and the student at the start of the student's study period at the TU/e concerning the standards of academic progress required to ensure continuation of the loan. This agreement will be appended to this contract as Annex A.
7. The internship and the graduate project during the Master's program should take place in the Netherlands at the TU/e or at a company.
8. The student is obliged, during the study period, to participate in the career guidance provided by the TU/e in order to facilitate employment in the Netherlands after the study period.
9. The student must sign the attached agreement concerning Intellectual Property Rights (Annex B).

*Article 5* Other obligations incumbent on the TU/e

The TU/e is obliged to attempt to help the student find a suitable job after graduation. This obligation includes offering a career development program during the Master's program.

*Article 6* Termination during the Master's program

1. If the student wishes to terminate the Master's program before completion, the full amount of student debt incurred up to that point will become immediately repayable.
2. An academic progress check will be performed each academic year (see Annex A). If the student has failed to achieve the required standard of academic progress, the loan will be terminated. The student debt incurred up to that point (loan plus interest) will then become immediately repayable and the student will be obliged to repay the debt immediately.
3. If the student does not complete the Master's program within the nominal two-year period, regardless of any reason, he/she must pay the tuition fees for the third year of study him/herself. The student can request to Rabobank whether the obligation to repay the student debt accrued up to that point can be suspended until two months after graduation. The Rabobank will solely determine whether she can honor such a request. The student should be aware that, in the event that repayment is suspended, the amount of interest to be repaid will increase.

*Article 7 Duration of the contract*

This contract applies for the duration of the Master's program and for the period of repayment. As soon as the student has repaid the entire student debt (loan plus interest), the contract will be rendered null and void. The obligation to live and work in the Netherlands for three years after graduation will however persist.

*Article 8 Final provisions*

1. The student agrees to make his/her personal details available to the TU/e and agrees to these personal details being made available, where relevant to this agreement, to Rabobank.
2. The TU/e will decide on any matters that are not provided for in this agreement, if necessary after consultation with Rabobank.
3. In the event of a dispute, the student should file a complaint with the TU/e. The complaint must be submitted to the TU/e Education and Student Service Center.
4. This contract is governed by Dutch law.  
The parties will make every effort to resolve any disputes as far as possible through consultation. In the event that this is not successful, the dispute will be settled according to Dutch law by the competent court.

The student hereby declares that he/she has read, understood and agreed to the conditions and criteria pertaining to the loan.

On behalf of the  
TU/e

Name: Dr K.S. Ali  
Director of Education and Student Service Center

The student,

Name: .....  
(full name of student)

Date:

Date: ..... (today's date)

Signature:

Signature: .....  
(student's signature)

## **ANNEX A, as referred to in article 4, paragraph 6 of the agreement**

The content of Annex A is currently being developed and will be sent later.

The study progress requirement for the first year will be about 75-80%.

One academic year consists of 60 ECTS credits. The study progress requirement will thus be about 45-48 ECTS.

As soon as this study progress requirement is established, the definite version of Annex A will be sent.

The student must have signed and returned the complete contract, including Annex A, before the loan is secured and payments will be made.

## Annex B, as referred to in article 4, paragraph 8 of the Agreement

### Statement

The undersigned:

Name: ..... (full name of student)

Admission number: TMO ..... (TMO number – see correspondence with TU/e)

Student at the Technische Universiteit Eindhoven (TU/e), Department of .....  
(TU/e Department/Faculty name)

Hereby DECLARES that:

he/she will conduct research, design and create pieces of work, gather data, build up know-how, elaborate models and/or engage in other relevant activities in the context of his/her Master's program

....., (name Master's program)

if applicable in joint projects between the TU/e and third parties (hereafter referred to as 'research');

he/she waives any rights or entitlements arising from the activities conducted in the context of the research in favor of the TU/e;

he/she will cooperate unconditionally, irrevocably and free of charge with the TU/e, if necessary at the TU/e's first request, on the acquisition of the intellectual property rights to the results of the research. In the event of income being generated from the results of the research, the student is entitled to remuneration in accordance with the prevailing regulations for students at the TU/e.

Results include any product originating in the research, in the broadest sense, that can be regarded as know-how or to which intellectual property rights are or can be applied. This includes, but is not limited to, pieces of work, inventions, data collections or programs;

he/she is familiar with the TU/e regulations for patents and inventions, in particular article 6;

he/she will keep confidential any oral and/or written information, data, know-how and other articles placed at his/her disposal in the context of the research and/or which are produced during the research (including the research results), for a period of three years from the end of the period covered by this statement (i.e. the end of the Master's program to which the statement applies), unless he/she can prove in writing that:

- a. the information is or has become accessible to the public without this confidentiality obligation being contravened in any way;
- b. the information has been obtained legally from a third party, who was in legal possession of the information and was authorized to make the information public;
- c. the information was in his/her possession before the start of the research;
- d. he/she received prior written notification from the TU/e that the information was no longer covered by the confidentiality obligation.

he/she will not reveal any part of the information to be kept confidential (including the results) to any other person, nor will he/she use or make public any part of said information for any purpose other than that for which it was provided, without explicit prior written permission from the competent authorities at the TU/e. The purpose of providing the information is to enable the activities relating to the research to be conducted;

during the period of the research, this confidentiality obligation will not apply to information and knowledge exchanged with persons also involved in the same research/project, in as much as said exchange of information is required for the conduct of the research/project and if these persons have also signed the confidentiality agreement;

he/she will return all confidential information to the TU/e at the end of the research;

he/she will not exploit the results;

by signing this statement, he/she is not contravening the provisions of any other commitments to any party or parties other than the TU/e;

Dutch law will apply to any disputes arising from this statement and the court in Den Bosch will have exclusive jurisdiction.

Duly drawn up, and signed by the student,

Name:  (full name of student)

Date:  (today's date)

Place:  (name of the place where student is signing the contract)

Signature:  (student's signature)