

AGREEMENT ON STUDY PROJECT AT AALTO UNIVERISTY

1. Parties

1.1. Aalto

Aalto University Foundation sr, operating as Aalto University, business ID2228357-4, hereinafter referred to as "**Aalto**"
The contact person and course leader for Aalto is Antti Salovaara, antti.salovaara@aalto.fi, 050-3360143.

1.2. Partner

Fredman Group Oy, business ID 2404631-0, hereinafter referred to as "**Partner**"
The contact person for the Partner is Oscar Lindqvist ,
Oscar.lindqvist@fredmangroup.com
Fredman Group, Vänrikinkuja 3, 00260 ESPOO

1.3. Students

The Students are identified below in section Signatures, hereinafter referred to as "**Student**" and "**Students**".

2. Purpose of the agreement

This agreement applies to a study project, in the work in performed by the Students.

The objective of the cooperation of the Parties is to support the studies of the Students. Aalto and the Partner will agree on the terms of the cooperation by signing this agreement. After Aalto has chosen the Students to the course, the Students may join the study project by signing this agreement. This agreement does not constitute any employment relationship between the Students and the Partner or between Aalto and the Students.

3. Description of the study project

3.1. This agreement applies to the "MUO-C3037 Käyttäjät ja vuorovaikutus" course, which is part of the Students' Bachelor's degree studies at Aalto at the School of Arts, Design, and Architecture. The study project, with the topic "packages in food preparation and delivery" is part of the course, hereinafter be referred to as "**Project**".

Description of the Project: During 7 weeks of the course, project groups of 4–5 students will research people whose life and work relate to the theme under the course project topic, analyse the material and prepare product concepts, which will be presented in a mid-term seminar. After the presentations, the groups prepare the chosen concept into a 3D model and a 3D printed prototype, whose purpose is to evaluate the concept with the product's intended users, as well as to communicate the idea also to the project customer.

3.2. The Project must meet the academic requirements set by Aalto.

3.3. “**Result**” refers hereinafter to the specific form of the design, prototype, material, report or similar outcome of the Project in which it is presented to the Partner in the final presentation.

4. Schedule

The Project begins on 28.02.2023 and ends on 14.04.2023.

5. Responsibilities of the parties

5.1. Students

The Students shall perform their work carefully. The Students shall not copy any third party’s work when producing materials in connection with the Project in any manner, which infringes copyright. Students may neither consciously include any other third party’s material, which is protected by other intellectual property rights, in the Result.

The Students must complete the Project within the Schedule. A student who decides not to complete the course or the Project is obliged to inform the Partner and Aalto immediately.

5.2. Aalto

Aalto is responsible for organizing the course and for the overall guidance and supervising of the Students in order for the Students to be able to achieve the targets of the Project.

5.3. The Partner

The Partner shall provide the Students with necessary information, material and guidance so that the Students are able to complete the Project in the agreed Schedule. The Partner shall also provide feedback during the Project and participate in the final assessment.

6. Copyrights and other IPR

6.1. Students

Copyright and other intellectual property rights, hereinafter referred together as “**IPR**”, in a Result become the property of those Students who have created it. Title and ownership to the IPR are divided in equal shares between the Students who are creators of the Result. If, however, a Student interrupts the course before the final presentation, the Student renounces all their IPR rights in the Result to the benefit of other Students.

Regardless of the rights of other Parties, moral rights including rights of paternity and integrity will always remain with the Students who are creators of the Result.

6.2. Aalto

Aalto has a non-exclusive right to use all Results for educational, research and communication purposes. Confidentiality obligation has to, however, be taken into consideration.

6.3. The Partner

6.3.1. Right to use (ARTS)

On the basis of this agreement the Partner will get a non-exclusive right to use all Results for its internal purposes for a period of 3 months following the final presentation without any compensation to the Students. Internal purposes does not cover use in products or services offered to external clients.

6.3.2. Other rights

The Partner has for a period of 3 months following the final presentation of a Result to the Partner the sole and exclusive right to obtain all IPRs from the Students, who are creators of the Result. All rights include also the right to transfer and to modify the Result.

All IPRs to a specific Result will be transferred to the Partner against a payment of either a lump sum of 1500 eur or in case the Result is created by a student group of four or more the amount of each student shall be minimum of 500 euros. This payment is applied for each Result the Partner wishes to obtain.

Rights referred to in section 6.2 will remain with Aalto.

7. Compensation to Aalto

The Partner shall pay compensation to Aalto for organising the course and the Project in the amount of 2000 euros. The payment shall be paid by 14.04.2023 against a separate invoice. Payment has to be paid within 30 days counted from the date of the invoice. VAT (when applicable) shall be added to the prices.

8. Confidentiality

Performing the Project work might require sharing confidential information by the Partner. When disclosing information intended to be confidential, the Partner shall clearly mark the material as confidential and when disclosing oral information intended to be confidential, the Partner shall at the time of disclosure state that the information is confidential and confirm the confidentiality in writing within three days, hereinafter be referred to as "**Confidential Information**". Should any Confidential Information be shared with the Students and Aalto, the Students and Aalto are obliged to keep such information in strict confidence. Confidential Information may not be used for any other purpose than for performing the Project.

Copies or reproduction of the Confidential Information shall not be made, except as and to the extent required for performing the Project. On the request of the Partner the

Confidential Information, including all copies, shall be returned to the Partner at the Partner's expense.

Confidentiality obligation shall remain in force for three years counted from the disclosure of the Confidential Information unless made public before by the owner of the Confidential Information.

9. Reference and communication

The Partner and Aalto have the right to use each other's name and logo for communicational purposes related to this Project. Instruction given by the other Party regarding the use must be observed.

The Students, who are creators of a Result, have the right to make a reference to the participation in the course and to the Results in their analogue and digital portfolio and/or CV after three months counted from the end of the Project.

The Parties have the right to post pictures and general remarks of the course in social media marked with the symbol #UsersAndInteraction and @AaltoDPTDesign. Confidentiality as agreed in section 8 has to be taken into consideration with the postings.

10. Limitation of liability

The Partner understands that the Students are not professionals in the field of the Project. Neither the Students nor Aalto provide any warranty that the achievements of the Project are fit for any particular purpose or intended use of the Partner. The use of all Results of the Project and other material shared shall take place at the risk of the user.

Neither Aalto nor the Students warrant that the Results of the Project do not include material protected by third-party intellectual property rights. Aalto is not responsible for any damage or loss caused by a Student. Students are not jointly liable for any damage or loss caused by another Student.

The total liability for any damage or loss caused by the Partner or Aalto is limited in all cases to the amount of compensation paid by the Partner to Aalto based on section 7 of this agreement. The total liability for any damage or loss caused by the Students is limited in all cases to the 1.000 euros. These limitations do not, however, apply in situations in which the damage is caused by intentional breach of this agreement or by gross negligence. Students, Aalto and the Partner are not liable for any indirect or consequential loss or damages.

11. Validity

This agreement is binding between Aalto and the Partner upon their signature and in relation with each Student upon their signature. Upon signing this agreement shall have retroactive effect from the beginning of the Project.

This agreement shall be valid until the end of the Schedule. All terms and conditions of this agreement concerning confidentiality and any other terms, which by their nature are meant to remain valid also after the termination of the agreement, shall remain valid.

12. Applicable law

This agreement shall be construed and governed by the laws of Finland excluding its choice of law provisions. Any disputes, which cannot be resolved through negotiation, shall be submitted to District Court of Helsinki.

Signatures

The Parties have caused this Agreement to be signed by their duly authorised representatives. To facilitate execution of this Agreement, the Parties may execute and exchange by electronic mail PDF copies of the signatures to this Agreement.

Date Espoo.21.3 2023

Aalto University Foundation sr



Tuuli Mattelmäki
Head of Department of Design

Fredman Group

Date _10_3_.2023__

Per-Henrik Hagberg

Managing Director



Students

name
student ID number and email

name
student ID number and email