

AGREEMENT ON STUDY PROJECT

1. Parties

1.1. Aalto

Aalto University Foundation sr, operating as Aalto University, business ID2228357-4, hereinafter referred to as "**Aalto**"

The contact person for Aalto is Mika P. Nieminen, +358 40 731 2625, mika.nieminen@aalto.fi

The course leader of Aalto is Mika P. Nieminen, +358 40 731 2625, mika.nieminen@aalto.fi

1.2. Partner

Posti Oy, business ID 0109357-9, hereinafter referred to as "**Partner**"

The contact person for the Partner is Kaisa Suojoki, tel. +358 50 573 2039, Kaisa.Suojoki@posti.com
PL 1, 00011 POSTI | Postintaival 7 A, Helsinki, Finland

1.3. Students

The Students are identified below in section 13 of this agreement (Signatures), hereinafter referred to as "**Student**" and "**Students**".

2. Purpose of the agreement

This agreement applies to the cooperation of the Parties in the Students' study project. The objective of the cooperation is to support the studies of the Students. Aalto and the Partner will agree on the terms of the co-operation by signing this agreement. After Aalto has chosen the Students for 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 CS-E5200 Design Project course, which is part of the Students' master's degree studies in Aalto at School of Science.

3.2. The project, with the topic which will be agreed later on between the Students and Aalto is part of the course, hereinafter be referred to as "**Project**".

3.3. Following methods have be planned to be used in the Project: planning, developing, observations, creating, interviewing, prototyping. The intention is to present the outcomes of the Project to the Partner in several presentations during the course

both in oral and written form.

3.4. In this agreement “**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 by the end of the Project.

3.5. Aim of the Project is not to produce a thesis. The Project must, however, meet the academic requirements set by Aalto.

4. Schedule

The Project begins on 7.1.2019 and ends on 31.5.2019. The Students must complete the Project within the Schedule.

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 any materials in connection with the Project in any manner, which infringes copyright. Students may neither consciously include any other third party material, which is protected by other intellectual property rights, in the Result.

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 the Project in order for the Students 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 his/her 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

The Partner will get a non-exclusive right to use all Results without any temporal limits. This right to use includes also the right to modify the Results.

7. Compensation

The Students shall perform their duties under this agreement without any compensation from the Partner.

The Partner shall pay compensation for Aalto for organising the course and the Project in the amount of 3500 euros. The payment shall be paid by 30.4.2019 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. 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. 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, "**Confidential Information**".

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.

The Students and representatives of Aalto shall be entitled to use the experience obtained in connection with the Project also in activities outside the Project, as long as it does not include revealing Confidential Information.

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. Confidentiality as agreed in paragraph 9 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 in the Project meet the intended targets or are fit for use for 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. This limitation does not, however, apply those Students who copy third party's work when producing Results in a manner, which infringes copyright, or who consciously include third party material, which is protected by intellectual property rights, in the Results.

Aalto is not responsible for any damage or loss caused by a Student. Students are not jointly liable for any damage or loss.

The total liability for any damage or loss caused by the Students is limited in all cases to the 1.000 euros. 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. 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 his/her signature. Upon signing this agreement shall have retroactive effect from the beginning of the Project.

This agreement shall initially 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.

XXXXXXX
-signature page to follow-

12. Signatures

This agreement is made in two original versions, one for Aalto and one for Partner. Each Student will get a copy of the signed agreement either as photocopy or as a pdf file.

Espoo __.__.2019

Posti Oy

Aalto University Foundation sr

Pasi Ilola
Vice President, Digital Services

Antti Yli-Jääski
Professor

Espoo __.__.2019

Students

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