

## 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 for Aalto is Salu Ylirisku, salu.ylirisku@aalto.fi,  
puh: 050-4012913

#### 1.2. Partner

Name, business ID xxxxxx-x, hereinafter referred to as "**Partner**"  
The contact person for the Partner is name,  
email and phone number  
Billing address

#### 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 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 each Student may  
join the study project by signing this agreement. This agreement does not constitute any  
employment relationship between any Student and the Partner or between Aalto and the  
Students.

### 3. Description of the study project

**3.1.** This agreement applies to the Protopaja course (ELEC-D0301) at Aalto at School of  
Electrical Engineering. The study project, with the topic **identify here** is part of the  
course, hereinafter be referred to as "**Project**". The Project must meet the academic  
requirements set by Aalto. A more detailed description of the Project is attached as  
Appendix 1 to this agreement.

### 4. Schedule

The Project begins on 01.06.2019 and ends on 31.08.2019.

## **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.

Students participating in the course will publish the results of the course in open source either via the MIT license that will be applied to program code, or the Creative Commons license, model CC BY 4.0 that will be applied to other results.

### **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.

Aalto will provide visibility to the Partner's logo or brand on course website <http://protopaja.aalto.fi> during course year and possibly after archive pages.

### **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.

### **5.4. Other terms and conditions**

This Agreement does not transfer any intellectual property rights or create any rights of use between the Parties.

### **5.5. Compensation for Aalto**

The Partner shall pay compensation for Aalto for organising the course and the Project in the amount of 1000 (one thousand) euros. The payment shall be paid by 01.08.2019 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.

If the cost of the Project exceeds 1000 euros, the Partner and Aalto will negotiate the replacement of the excess part separately.

## 6. 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 have the right to make a reference to the participation in the course in their analogue and digital portfolio and/or CV.

## 7. 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.

## 8. 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 infringe 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 6.3. of this agreement. The total liability for any damage or loss caused by the Students is limited in all cases to the 1000 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.

## 9. 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 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.

## 10. 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.

## 11. Appendices

**Appendix 1** Description of the content of the Study project

## 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 \_\_.\_\_.\_\_\_\_

**Name of the Partner**

**Aalto University Foundation sr**

\_\_\_\_\_  
name  
title

\_\_\_\_\_  
JyriHämäläinen  
Dekaani

Espoo \_\_.\_\_.\_\_\_\_

### Students

\_\_\_\_\_  
name  
student ID number and email

\_\_\_\_\_  
name  
student ID number and email

\_\_\_\_\_  
name  
student ID number and email

\_\_\_\_\_  
name  
student ID number and email

\_\_\_\_\_  
name  
student ID number and email

\_\_\_\_\_  
name  
student ID number and email