

AGREEMENT ON STUDY PROJECT

1. Parties

1.1. Aalto

Aalto University Foundation sr, operating as Aalto University,
business ID 2228357-4, hereinafter referred to as "**Aalto**"

The contact person for Aalto is Jari Vanhanen, 040 7580055, jari.vanhanen@aalto.fi

The course leader of Aalto is Jari Vanhanen.

1.2. Partner

_____, _____,
(name) (business ID xxxxxxx-x)
hereinafter referred to as "**Partner**"

The contact person for the Partner is

_____, _____, _____
(name) (phone number) (e-mail)

Billing address:

EDI code (e-invoicing address) _____

Operator EDI code _____

Mailing address _____

Buyer's reference _____

1.3. Students

The Students are identified below in section 12 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 Software Project 1, Software Project 2 and Software Project 3 courses, which are part of the Students' studies in Aalto at School of Science.

3.2. The project, with the topic

(name of the project)

is part of the course, hereinafter be referred to as "**Project**".

3.3. Planned methods and desirable outcomes will be agreed later on between the Parties. The intention is to deliver the developed software and related documentation to the Partner by the end of the Project.

3.4. In this agreement "**Result**" refers hereinafter to the specific software and related designs, prototypes, materials, reports or similar outcomes of the Project, which is delivered 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 course and academic requirements set by Aalto.

4. Schedule

The Project begins on 14.10.2019 and ends on 22.4.2020. 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. If the Students include third party material, which is protected by intellectual property rights owned by a third party in the Result, like use material licensed by an open source license, the Students are obliged to inform the Partner.

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 provide feedback and participate in the assessment of the Project both during and at the end of the Project.

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. The Partner

Of the options described below, this Project applies only option: _____
(choose A or B)

Option A:

All IPRs to all Results, including the right to transfer and to modify the Results, will be transferred to the Partner. The Students shall perform their duties under this agreement without any compensation from the Partner.

The Partner is aware that the Results might include material licensed by an open source license and the restrictions related thereto.

Option B:

The IPRs of the Results shall be governed according to the principles stated in an open source software license selected by the Partner in the beginning of the Project.

7. Compensation for Aalto

The Partner shall pay compensation for Aalto for organising the course and the Project in the amount of 3000 euros. The payment shall be paid 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

Due to the fact that the Project is conducted as a graded coursework, the materials required by the course and produced during the Project, with the exception of technical documentation and source code, are public.

The course personnel has the right to access the technical documentation and source code for grading purposes.

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 references to the participation in the course and to the Results in their analogue and digital portfolio and/or CV.

The Parties have the right to post pictures and general remarks of the course in social media. Confidentiality as agreed in paragraph 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 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 to those Students who copy a 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 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-

