**STANDARD TERMS AND CONDITIONS FOR THESIS** **COMMISSIONED**

**TO BE DONE AS STUDENT WORK**

**1. COMMISSIONING AGREEMENT**

1.1 A Commissioning Agreement (hereafter Agreement) shall be deemed to have been formed:

(a) when the Commissioning Party and the fulfillers of the Commissioned Work (hereafter Students) have signed the Agreement or

b. when the Commissioning Party has informed the Students of having accepted an offer made by the Students or

c) when the Students have confirmed the Commissioning Party’s order.

1.2 The Agreement may not be assigned to a third party without the consent of the other party to the Agreement.

1.3 The parties to the Agreement may agree on amendments to or exclusion of individual stipulations of the terms and conditions.

1.4 Any amendments or additions to this Agreement shall be agreed upon in writing by the parties to this Agreement. Should the objective or schedule of a commissioned work be changed, there shall take place a concurrent review of the effect of such change on the objective, invoicing, schedule and other terms and conditions of this Agreement.

**2. ORGANISATION OF CO-OPERATION**

2.1 The Commissioning Party shall appoint its person to be in charge of the commissioned work. Kajaani University of Applied Sciences shall appoint a guiding faculty member for the purpose of guiding the Students.

2.2 In the event that the commissioned work is to be carried out in a project organisation, a management team shall guide the carrying out of the commissioned work, to which management team the Commissioning Party and Kajaani University of Applied Sciences shall each appoint their representative.

2.3 The Commissioning Party’s representative shall take part in the evaluation of the thesis/final-year work/project.

**3. INVOICING OF EXPENSES**

3.1 The reimbursement of expenses arising from the commissioned work shall be agreed by way of an agreement.

3.2 Kajaani University of Applied Sciences shall allocate faculty resources for each commissioned work as per the current practice.

3.3 Remuneration to be paid to the Students may be agreed upon in the formulation of the commissioned work.

3.4 The Commissioning Party may choose to furnish remuneration to Kajaani University of Applied Sciences’s faculty member or to other persons participating in the carrying out of the commissioned work, and this remuneration shall be agreed upon in the Commissioning Agreement.

3.5 All expenses shall be indicated with all taxes included when formulating the budget.

3.6 In the event that the objective or schedule of the commissioned work is changed, the invoicing for the commissioned work shall be reviewed in like manner.

3.7 Unless otherwise agreed upon regarding the invoicing schedule, the Students and Kajaani University of Applied Sciences shall invoice the agreed items monthly in compliance with the schedule.

**4. CONFIDENTIALITY**

4.1 Written reports of all theses/final-year works/projects shall be retained at Kajaani University of Applied Sciences’ library. They may be borrowed and the library may produce copies of them to persons needing such copies, unless the Commissioning Party has by application declared a particular final-year paper/project report to be confidential for a set period of time (of 1 - 10 years). Outcomes other than final-year paper/project reports shall be deemed to be confidential unless otherwise agreed.

4.2 The Parties to the Agreement and the faculty member providing guidance hereby do commit themselves to keep confidential, even after the termination of this agreement, all the confidential information, business or professional secrets, and persons’ personal and secret information as per the health and social legislation that may have come to their knowledge in the course of the carrying out of the commissioned work.

**5. PROPRIETARY RIGHTS, LICENCES AND COPYRIGHTS**

5.1 All documentation handed over by the Commissioning Party to the Students and to Kajaani University of Applied Sciences shall remain the property of the Commissioning Party.

5.2 Outcomes other than the thesis/final-year work/project reports produced as results of the commissioned work shall be the property of the Commissioning Party unless otherwise agree upon.

5.3 Computer programs and circuit models of integrated circuits produced as results of the commissioned work shall be the property of the Students. In the event that the object of the commissioned work has been to write a computer program, the Commissioning Party shall have such a licence to the program or circuit model as has been defined in the Agreement.

5.4 The Students and the guidance-providing faculty member shall have the right to also apply such professional skill and experience as they may attain in connection with the commissioned work in activities other than those mentioned in the Agreement.

5.5 Proprietary right to the outcomes of the commissioned work shall be assigned to the Commissioning Party once the commissioned work has been fully paid for. The Students shall have the right to retain possession of the results until the commissioned work has been fully paid for.

5.3 When the results of the commissioned work are made public, the name of Kajaani University of Applied Sciences shall be mentioned in an appropriate manner.

5.4 Copyrights shall be retained by the Student unless otherwise agreed upon.

**6. TITLE TO INVENTION**

6.1 The Commissioning Party shall have title to any inventions, which may arise as direct results of the research and development involved in the commissioned work. In the event that Kajaani University of Applied Sciences or the Students have financed the commissioned work, they shall have such title to the invention as is proportionate with their financing share.

6.2 The inventor shall be required to submit a written notification to the Commissioning Party concerning the invention. As regards the content and format of the notification, the stipulations of *Työsuhdekeksintölaki* (Act on Inventions Created at Work) shall be observed.

6.3 The Parties to the Agreement shall take such actions as will prevent the premature becoming public of the invention.

6.4 The inventor shall be recognised as the person who made the invention. The inventor shall be entitled to a reasonable compensation for the invention. All the expenses and compensations attributable to the invention and focusing on the inventor shall be paid by the party having or due to have title to the invention.

**7. KAJAANI UNIVERSITY OF APPLIED SCIENCES’ STATUS**

7.1 Kajaani University of Applied Sciences hereby commits itself to allocate the resource input of a faculty member to provide guidance in the carrying out of the theseis/final-year work/project. The magnitude of the said resource input of a faculty member in providing guidance in the carrying out of the thesis/final-year work/project shall be determined on annual basis.

7.2 Based on agreement, the resource input can of the faculty member providing the said guidance can be arranged on a level above that of basic resource allocation, in which case the resultant expenses shall be invoiced from the Commissioning Party.

7.3 As regards the resource input of the faculty member providing the said guidance, the liability of Kajaani University of Applied Sciences shall be limited to the compensation agreed upon in the commissioning of the work. Kajaani University of Applied Sciences shall not be held liable for any direct or indirect damages.

7.4 The Commissioning Party shall ber held liable for product liability as per *Tuotevastuulaki* (Product Liability Act) with regard to a third party.

7.5 Kajaani University of Applied Sciences has taken out group-insurance policy covering any accidents that may befall the Students in the course of carrying out of the commissioned work or during travel related to it.

**8. KAJAANI UNIVERSITY OF APPLIED SCIENCES STUDENTS’ POSITION**

8.1 When carrying out their thesis/final-year work/project or other assignment connected to their studies, the Students enjoy the normal status of Kajaani University of Applied Sciences students.

8.2 The Students hereby commit themselves to carry out the commissioned work as per the Agreement.

8.3 The Students’ liability shall be limited to the expenses and remuneration as stated and agreed upon in the Agreement.

8.4 The Students shall be entitled to extensions of the schedule for the carrying out of the commissioned work if delay in carrying it out is due to a *force majeure* circumstance, a reason beyond the control of the Students or a reason attributable to the Commissioning Party or a reason falling within the sphere of responsibility of the Commissioning Party.

8.5 In the event that the performance of the Students is delayed or the commissioned work is suspended due to a reason attributable to the Commissioning Party or a reason falling within the sphere of responsibility of the Commissioning Party, the Students shall be entitled to compensation for the expenses or damages thus caused.

**9. COMMISSIONING PARTY’S STATUS**

9.1 The Commissioning Party shall be entitled to monitor the progress of the commissioned work.

9.2 The Commissioning Party shall hand over in good time and place at the disposal of the Students all the information necessary for the carrying out of the commissioned work and where separately so agreed upon also equipment and other resources.

9.3 Liability for risk regarding the accidental damaging of the outcomes of the commissioned work shall pass to the Commissioning Party at the time of the handing over of the performance. In the event that the handing over is delayed due to a reason attributable to the Commissioning Party, the liability for risk shall pass at that moment in time when the handing over should have taken place at the latest.

9.4 In the event that the commissioned work is carried out in premises falling within the sphere of responsibility of the Commissioning Party, the Commissioning Party shall be responsible for seeing to it that the currently valid work-safety regulations and provisions are observed, along with the in-house safety regulations of the Commissioning Party, when the commissioned work is being carried out.

**10. TERMINATION OF THE AGREEMENT**

10.1 In the event that a Party to this Agreement significantly defaults on any term or condition of this Agreement, the other Party to this Agreement shall be entitled to terminate the Agreement.

10.2 The Parties to this Agreement shall be entitled to terminate this Agreement in the event that fulfilling the Agreement becomes impossible or is significantly delayed due to a *force majeure* circumstance.

10.3 In the event that this Agreement is terminated, the Commissioning Party shall provide payment as agreed for that part of the commissioned work, which has been accepted, up to and including the date of termination, or up to and including the cessation of work in the event that it has been agreed that work will continue after the date of termination.

**15. DISAGREEMENTS**

15.1 Any disagreements arising from this Agreement on which the Parties to the Agreement fail to reach a settlement on shall be submitted to the Town Court of Kajaani to be resolved.