

AGREEMENT OF THE STUDENT PROJECT

1 PARTIES TO THE AGREEMENT

This project agreement (the Agreement) is made of School of Health and Social studies (hereinafter referred as client) and the University of Applied Sciences Technology Business Unit IT Institute (hereinafter referred to as IT) route. Each project (the Group) Member is responsible for performing its contractual obligations on its own behalf (when needed, where appropriate, a separate agreement is made).

2 SCOPE OF AGREEMENT

The agreement will be agreed about IT software development projects (hereinafter referred to as Project), which involves students. Each project goals are defined in a separate project plan.

3 CONTRACT OBLIGATIONS OF THE PARTIES

3.1 Client

The company is obliged to specify with IT and the Group for a detailed project plan, the group is for the duration of the project assigned special equipment, software or other equipment and supplies needed to carry out the project task and which are not included in the IT group supplies, to provide it with the necessary resources to the group and to provide the substantive guidance and training in order to achieve project objectives. The company also has a duty to pay the contributions allocated to it under a separate agreement.

3.2 IT

IT has a responsibility to provide for project a workspace, the existing computer equipment, software as well as other tools and supplies reserved for project. IT also provides for the project process inlet supportive guidance and training during the project. If the project is part of IT's curriculum and it is IT's perspective has teaching objectives, so IT is not responsible of substantive objectives of the project and how to reach them.

3.3 Group

The group's task is to implement the project the project plan and its later in accordance with any changes in detail and agreed in the Management Group. In addition, each member of the group is obliged to participate in IT organizing project supporting education and training.

4 RIGHTS OF THE PARTIES OF THE AGREEMENT

4.1 Client

The client shall have all the rights, including variation and further transfer rights

As defined in the project, the project plan results including all ownership rights the group handed over by the Client of the project outcomes reports, other documents and materials, unless otherwise agreed.

4.2 IT

IT has the right to use the project outputs for limited educational purposes. The company has however, if they so wish right before the expiry of the contract to inspect and limit IT's remaining material. IT has the right to use the project as reference.

4.3 Group

Student belonging to the group is entitled to use the project as reference.

Each project will be agreed separately, the way in which students can take advantage of the output project has made for their projects.

5 INTELLECTUAL PROPERTY RIGHTS

Inventions that may arise in the project, are protected by copyright works or other intellectual property rights protecting intellectual property rights belong exclusively to the client excluding the exceptions in paragraph 4. If during the project related inventions are created, Client pays a fair compensation to the group members; This compensation will be agreed separately between the group and sponsor by a written agreement.

6 THE RIGHT TO MATERIAL

The project material and material ownership, copyrights and other rights are transferred client in accordance with Clause 4, when the project is complete and the Client has paid all payments that were agreed in the separate agreement.

Project equipment, software and other equipment that haven been acquired for the project is taken into possession by the party which has made the acquisition.

7 FEES AND PAYMENT SCHEDULE

Payments and the timetable for them is agreed upon separately.

8 MAKING CHANGES TO THE CONTRACT

This Agreement may be amended only by written agreement, which is a contract that all parties have to sign.

9 REPORTING

In accordance with the project plan group will report on the progress of the project to the project's executive group.

10 PROJECT MANAGEMENT TEAM AND ITS ROLE

Composition of the project management team is determined separately. The Management Team monitors, approves and decides on the basis of engineered presentations of the main choices relating to the project's content, group's available resource and, invoicing of the project.

With a unanimous decision of the Executive Board the project plan can be changed if the changes do not affect the actual content of the agreement and other annexes.

Changes must be documented as such in the transcript of the Executive Group's meeting or its Annex, which can also be a new version of the project plan.

Board meeting is legal when the invitation to the meeting is sent to members of the Executive Group at least one week prior to the meeting and a quorum when all parties (by default, the sponsor, IT and group) at least one representative is present. The parties of the agreement shall be entitled to bring experts to heard at the Executive Committee meeting.

11 WARRANTY AND MAINTENANCE

IT and the Group do not guarantee results and won't commit to maintain the results, unless separately agreed. Instead, the errors identified in the results during the project will be corrected, if the resources specified for the project allow it.

12 INDEMNIFICATION, LIMITATION OF LIABILITY AND DISAGREEMENTS

Using the results of the project is sponsor's responsibility. Parties shall not be liable for any indirect damage to each other. The possible damages to non-parties are handled by the corresponding agreement's parties independently.

Any disputes arising from the interpretation of the Agreement shall be settled primarily through negotiations.

If negotiations do not reach a settlement, the conflicts on the agreement are handled in Jyväskylä / District Court.

13 CONFIDENTIALITY AND PROFESSIONAL

Parties to the agreement undertake to preserve the secrecy of confidential information in such a way as later to be drawn up and be signed confidentiality agreement that details the specifics of the agreement.

Parties to the Agreement will take care of the fact that their employees and any subcontractors or collaborators keep secret confidential information from leaking out.

14 OPINION OF ADMINISTRATION

The Client and the IT staff does not have the right during the project or after the project to give third parties the opinion concerning the individual student's or group project's work without the student's permission. The exception to this is IT recorded in the transcript of the register of the student's personal rating in the context of the course evaluation.

15 PEOPLE HIRING AND COMPENSATION

The Client pledges that it will not recruit persons belonging to the group to be recruited as project-related tasks during the term of the contract.

The sponsor may wish after the end of the project to recruit persons belonging to a group. The sponsor may choose to reward after the end of the project to give the group members see fit. During the project to the relative conventional hospitality has no limitations.

16 ASSIGNMENT

The contract cannot be transferred without the prior consent of the other parties' written permission.

17 TERMINATION OF THE CONTRACT

The agreement ends when the project task as described in the project plan has been decided by Executive Board to have ended or agreed in a separate agreement. The agreement can be terminated earlier by written agreement of the parties to the Agreement, if the continuation of the project turns out to be inappropriate. Upon termination of the Agreement the parties there will not bear liability to each other nor the repayment obligation to the costs incurred.

18 SIGNATURES AND DATE

This Agreement shall enter into effect when all parties have signed it. Three identical copies of the agreement have been made, one for each party.

Commissioned by JAMK / IIZP2010 System's project

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