

THESIS AGREEMENT

STUDENT

Name	Student number
Telephone	Email
Degree Programme	Bachelor
Thesis topic	Master

THESIS COMMISSIONED BY

Company / organisation name

Contact details of the supervisor from the commissioning party

Name	Telephone
Address	Email

Reimbursement of any expenses incurred for the completion of the thesis to the author (what expenses, how)

Compensation, if any to HAMK (what, how)

Goal of the thesis and intended benefits

THESIS SUPERVISOR (HAMK)

Name	Telephone
Address	Email

Theses are public documents (Article 12 of the Constitution of Finland, Article 1 of the Act on the Openness of Government Activities and the Ministry of Education and Culture's guidelines on the publicity of theses on 28 January 2004). If a thesis contains information that the commissioning party considers confidential, it should be contained in background material that is kept separate from the actual thesis. Copyrights shall be subject to a specific written agreement.

We have reached the following agreement on the handling of any confidential background material As the commissioning party of the thesis, I request that the thesis background material, as justified and specified below, be handled as confidential and not published in the finished thesis:

Publication of the thesis

As the commissioning party of the thesis, I am aware that, subject to the student's permission, the accepted thesis will be published openly online on Theseus, the online library of universities of applied sciences, at www.theseus.fi. If the thesis is not published on Theseus, it will be stored in an internal thesis archive with open access on HAMK campuses.

In the theses, the name of the commissioning party (of the organisation, for example)

The thesis material must be anonymised:

This agreement shall be valid until:

This thesis agreement has been prepared in three identical copies, one for the commissioning party, one for the student and one for the degree programme. The agreement shall be kept on file for its period of validity + 10 years.

SIGNATURES

Date

Place

Representative of the Commissioning party

Student

Representative of HAMK degree programme

THE ROLES OF THE PARTIES

The student shall prepare a plan for the thesis in cooperation with the commissioning party and HAMK.

The student undertakes:

- to perform the work methodically and following the instructions issued by HAMK
- to use any material handed over by the commissioning party solely for the purposes of the thesis
- to comply with a non-disclosure agreement related to any confidential background material subject to a separate agreement
- to submit the completed thesis to the commissioning party in the agreed format (printout/ electronically) and, if necessary, to present the results to the commissioning party

The supervisor representing the commissioning party undertakes:

- to participate in drawing up the thesis plan
- to facilitate the performance of the work in the work organisation
- to guide the student in professional questions related to the work
- as far as possible, to participate in thesis seminars in line with the practices of the degree programme
- to give feedback on the work and a written statement for the purposes of assessing the thesis
- to reach an agreement on the confidential parts of the thesis with the student and HAMK

The supervising teacher (HAMK) undertakes:

- to ensure that the topic and goals of the thesis correspond with the criteria set for a thesis in the relevant field
- to supervise the thesis project and promote the completion of the thesis
- to assume responsibility for assessing the thesis
- to follow the thesis guidelines of HAMK during all stages
- to comply with a duty of non-disclosure related to any confidential background material subject to a separate agreement

DURING THE PERIOD OF VALIDITY OF THE THESIS AGREEMENT

The parties to the agreement are to specify the period of validity of the agreement.

Cancellation of the thesis agreement

The thesis agreement may be cancelled by the commissioning party if work on the thesis is interrupted for a reason that is within the student's control, and by the student if the work organisation fails to provide the prerequisites for completing the thesis, including information and material. In the event that the agreement is cancelled, the student shall return any material provided by the commissioning party. If an agreement on reimbursing expenses has been signed, the commissioning party shall reimburse the expenses unless the reason for the cancellation is a breach of contract by the student.

STATUTORY ISSUES

1 Rights to the results of the students' work

1.1 Copyright

When the student carries out work without an employment relationship (=without a contract), he or she retains the copyright to work which meets the originality requirements for copyright, for instance computer programs and designed items. (section 40b (34/1991) of the Copyright Act (404/1961)). The financial rights of copyright can be transferred by a written agreement. Designers must be duly credited. When the student works in an employment relationship, the copyright to a computer program and a work directly associated with it shall pass to the employer. (Section 40b of the Copyright Act)

When a student is independently engaged in teaching or research in a university of applied sciences in an employment relationship, the copyright of teleinformatic products will not be transferred to the university of applied sciences, even if he or she had an employment relationship. (Section 40b(2) of the Copyright Act) The financial rights of copyright can be transferred by a written agreement.

1.2 Patent rights

Students who conduct work without an employment relationship (without a contract) are entitled to the rights to any inventions which meet the Finnish originality requirements for inventions. (Section 1, Patents Act 550/1967)

When a student is working in an employment relationship, any inventions he or she may make within the scope of his or her duties associated with that employment relationship shall pass directly to the employer under the Act. (section 4 of the Act on the Right in Employee Inventions (656/1967)).

When the student has an employment relationship with HAMK, the provisions of Act 369/2006 (Act on the right in innovations in higher education) shall be followed.

2 Liability

2.1 Accident insurance

HAMK has insured its students as provided in the Act on reimbursements for an injury or illness caused in circumstances similar to work related to studies (460/2015).

2.2 Occupational safety

The company shall take care of and be responsible for the occupational safety of students working at the workplace in accordance with sections 3 and 4 of Act 738/2002. Students must observe the safety rules and regulations of the workplace.

2.3 Liability for damages

Liability for any damages lies with the party for whom or under whom the student is working. (Tort Liability Act 412/1974, chapter 2, section 1 and chapter 3, section 1). Employment contracts contain vicarious liability. Intentional damage is the sole responsibility of the employee.

When students do not have an employment contract, the liability for damage lies with the employer on whose behalf the task was being performed (Chapter 3, section 1(3)).

3 Processing of personal data

Processing of personal data related to thesis work is subject to the European General Data Protection Regulation (2016/679) and the Finnish Data Protection Act (1050/2018). If personal data is processed during the thesis process, the controller must be specified, the data subject must be informed by means of a data protection notice and only personal data necessary for research questions must be collected.

The party defining the purposes and means of processing personal data acts as the controller; in context of a thesis, this is usually the student. Personal data collected for the thesis may not be used for purposes other than what the subject has been informed on ("purpose limitation"). As far as possible, personal data will be deleted (anonymised) at different stages of the study