

THESIS AGREEMENT

1. Parties

Name of the party:	("Assignor")
Address:	
Business ID	
Contact person:	
Work supervisor:	

Name of the party	Metropolia University of Applied Sciences Ltd. ("Metropolia")
Address:	PL 4000, 00079 Metropolia
Business ID:	2094551-1
Thesis supervisor "Supervisor":	
Other contact person:	

Name of the party:	("Student")
Student ID:	
Study programme:	
Address:	
Email:	

Hereinafter all the parties jointly referred as "Parties" and individually as "Party".

2. Purpose of the Agreement and The Subject Matter of The Thesis

The subject of this thesis agreement ("Agreement") is the thesis delivered to the Assignor by the Student ("Thesis"). This Agreement comes to force as of the last signature and stays in force until the Thesis is completed.

Subject matter and language of the Thesis:	
Scope of the Thesis:	<input type="checkbox"/> 15 credits (Bachelor's degree) i.e. XXX Student working hours <input type="checkbox"/> 30 credits (Master's degree) i.e. XXX Student working hours
Content and objective of the thesis (specified in the annex if necessary):	<input type="checkbox"/> Research permit or Thesis plan attached to this Agreement ⁽¹⁾
Preliminary timetable for the Thesis ⁽²⁾ :	
Material provided by the Assignor ⁽³⁾ and possible compensation of costs to Student:	
Guidance and available resources of the Assignor ⁽⁴⁾ :	

Employment relationship:	<p><input type="checkbox"/> This Agreement will not create employment between the Student and the Assignor or Metropolia</p> <p><input type="checkbox"/> The Student is employed by the Assignor based on a separate employment agreement. The Student and the Assignor shall agree on the details of the Thesis, e.g. the use of working hours, in a separate appendix if necessary. In the event of a conflict between a separate agreement and this Agreement, the provisions of this Agreement shall apply.</p>
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⁽¹⁾ If any conflicts occur between this Agreement and the annexed Thesis Plan or preliminary ethical assessment and research permit, the provisions set out in the annexes prevail.

⁽²⁾ The time frame for an action research thesis is 1 to 2 years, depending on the subject.

⁽³⁾ The Assignor shall make available to the Student the information and materials necessary for the conduction of the Thesis in accordance with the Thesis Plan.

⁽⁴⁾ The guidance of the Assignor may include participation and support in the evaluation of the Thesis in terms of the process's efficiency, usability and success.

3. Results and The Rights to Results

Intellectual property rights of the Thesis belong to the Student, regardless of what has otherwise been agreed between the Student and the Assignor, e.g., in the separate employment agreements. By this Agreement, the Student grants the Assignor a parallel and permanent right to use the intellectual property rights in the customary results of the Thesis, including the right to modify and further disclose the results. No compensation shall be paid for the transfer of the rights. Intellectual property rights mean all intellectual property rights, which include but are not limited to, patent, trademark, copyright, design protection, utility model, trade name, domain names, geographical indications, and plant variety rights.

If deviant from customary, economically valuable intellectual property rights or inventions are created in the Thesis process by the Student, a separate agreement is required for the right to use these.

4. Publicity and Confidentiality

Theses are public by decision of the Ministry of Education and Culture. The information provided to the Student and the Supervisor by the Assignor in connection with the Thesis process and the assessments of the Thesis are public. The Thesis will be published in accordance with Metropolia's instructions.

After the results are published, the Assignor must declare that the results have been achieved in cooperation with a student, as well as the name of the participating Student as required by good practice (Section 3(1) of the Copyright Act). The use of Metropolia's name or other symbol for commercial purposes is forbidden without Metropolia's written prior permission.

If the Assignor or the Student intends to publish a scientific article on the results of the Thesis or related publications during or after the term of the Agreement, the Parties shall agree in advance, in accordance with the guidelines of The Finnish National Board on Research Integrity TENK, e.g. on the Parties' involvement in the publication and the right to be mentioned in connection with the publication.

If the Assignor discloses confidential information to the Student in connection with the Thesis process, such information must always be clearly identified as confidential, and the Student must be instructed on how the information can be used in the preparation of the Thesis and that it may not be included in the Thesis. The Student undertakes to keep confidential the clearly identified information they have received.

5. Processing of Personal Data

Select one of the following options. If neither has been selected, the assumption is that no personal data will be processed in connection with the Thesis process.

<input type="checkbox"/>	Personal data is processed in connection with the Thesis process. Consent to the processing of personal data has been obtained from the data subject using the form in Appendix 1 and the data subject has been informed of the processing of personal data with a separate privacy statement, or if the Thesis is made on assignment and the Assignor collects the personal data and submits them to the student, a separate personal data processing agreement has been concluded between Metropolia and the Assignor
<input type="checkbox"/>	Personal data is not processed in connection with the Thesis process
<input type="checkbox"/>	Only anonymized personal data is processed in connection with the Thesis process

6. Responsibilities and Limitation of Liability

The responsibility for completing the Thesis lies with the Student. When executing the Thesis, the Student follows the principle of good research practice and the professional ethical guidelines of the field under the guidance of Metropolia and the Assignor. The Student submits the Thesis as it is, without a guarantee of its correctness or suitability for the needs of the Assignor.

The responsibility of Metropolia and the Instructor is limited to directing the Thesis to meet the criteria of the thesis within the resources allocated to the supervision work. The Parties are not liable for any indirect or consequential damage caused to the other Party. The Student's liability is always limited to 1000 euros. Limitations of liability do not apply if the damage has been caused intentionally or through gross negligence.

7. Termination of Agreement and Force Majeure

The Agreement comes into force from the last signature and expires **X** months after the completion of the Thesis. If the subject of the Agreement is a Master's thesis that requires an ethical assessment (self-assessment or a positive pre-assessment from The Finnish National Board on Research Integrity TENK) and defined research permits, the Agreement will enter into force once the Agreement has been signed and an ethical pre-assessment has been made and the necessary research permits have been granted.

The Student may terminate this Agreement for a cogent reason by notifying both Metropolia and the Assignor in writing without undue delay.

8. Signatures

Two identical copies of this Agreement have been made for each signatory party.

Date	Party, printed name	Signature

Agreement filling instructions:

GENERAL: The Agreement will only be filled in where information is required. The modification of other contractual clauses must be carefully considered. If necessary, contact Metropolia's legal services.

NOTE! These filling instructions are not part of the Agreement and should not be attached to the Agreement. They should only be used for guidance purposes.

1. Parties

Fill in the information on the Parties. Name the people who guide the Thesis from both Metropolia and the Assignor's side.

2. Purpose of the Agreement and The Subject Matter of The Thesis

Fill in the needed data, including description, start and end date of Thesis (the end date is the latest date on which Thesis should be completed).

Briefly describe the implementation plan and the expected content of the Thesis (supplement, if necessary, with a separate appendix). The more detailed the description is, the better it will guide the work and ensure that all Parties have the same understanding of the content of the work. The plan usually includes at least a description of the work and schedule. For example:

- familiarization with the theory of the subject (describing what)
- data collection (describing exactly what, where, how)
- other cooperation, guidance, consulting etc.
- presentation and publication of results

Please remember to fill in the box whether the Student has a separate employment relationship with the Assignor.

It is also worth describing the content of the Assignor's guidance (e.g. meetings).

3. Results and Rights to Results

Intellectual property rights to the Thesis and its results belong to the Student, but the Assignor is given extensive access. This is standard practice and should not be changed.

Customary results primarily refer to those outputs and results that have been agreed to be generated as part of the thesis, including the related intellectual property rights, e.g. copyright. If the Thesis is intended to be created alongside a project or the thesis is related to other work that is essential for the Assignor, e.g. a plan, software or other output, it is recommended to consider using an Agreement on a Project related to Studies instead of a thesis agreement.

However, if the Student wishes to grant the Assignor more extensive rights than those stated in this Agreement, the Student and the Assignor may agree on the matter by separate agreement. In that case, replace item 3 with the following text:

'Intellectual property rights to the Thesis belong to the Student regardless of what has otherwise been agreed between the Student and the Assignor, for example, in the employment contract.

The student and the Assignor have made a separate agreement on the Assignor's right of use of the intellectual property rights. The agreement in question cannot weaken Metropolia's position and it cannot agree on a thesis in violation of Metropolia's practices and/or mandatory regulations. In the event of a conflict, the provisions of this Agreement shall apply. Unless otherwise agreed in the abovementioned separate agreement, no compensation will be paid for the assignment of the right of use and the use of intellectual property rights.

Intellectual property rights refer to all intellectual property rights, including, but not limited to, patent, trademark, copyright, design protection, utility model, trade name, domain names, geographical indications and plant variety right.'

4. Publicity and Confidentiality

Please note that theses are public under the law. The Thesis should not contain any confidential information. However, if the material contains confidential information, the Assignor must clearly identify this information, and this should not be included in the Thesis. If, due to the subject matter, the Thesis should contain confidential information, the information should be in the appendix, not in the actual Thesis. Always agree on this in advance with your Instructor!

5. Processing of Personal Data

The Thesis should not contain personal data of third parties. If the material required for the Thesis contains personal data, this information and its processing must be specified in a separate appendix. The processing of personal data can be based on either consent or an agreement. If personal data is processed in the Thesis, a privacy statement must be prepared.

Consent must be a voluntary, specific, informed and unambiguous expression of the data subject's consent to the processing of their personal data. A person must be able to withdraw their consent at any time. When the data subject is a party to the contract, their personal data may be processed for the purpose of performance of the contract. The contract must specify the exact content and basic objective of the contract, because they will be used to assess whether processing is necessary. The processing should be limited to necessary personal data.

More detailed instructions can be found on the student guide's privacy page.

6. Signatures

The signatory of the Agreement must be a representative of Metropolia University of Applied Sciences within the scope of their acquisition powers. The Student and the Assignor sign on their own behalf.