

## Agreement regarding thesis and project work

### *Background and aim*

Students at the School of Engineering at Jönköping University carry out their thesis and project work in cooperation with external companies, organisations and institutions (simply referred to as “the company”). Thesis and project work is performed with the support and the guidance of supervisors at the School of Engineering.

The following agreed conditions shall concern even the circumstance of an employment situation that may arise for the student during the project time.

### *§ 1 Parties*

Those parties in which this agreement is relevant to are indicated below.

#### **The company:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact person \_\_\_\_\_

Telephone \_\_\_\_\_

**The student(s):**

Name \_\_\_\_\_

Person nr \_\_\_\_\_

Telephone \_\_\_\_\_

**The School of Engineering:**

Contact person / Supervisor \_\_\_\_\_

Department \_\_\_\_\_

Telephone \_\_\_\_\_

**§ 2 *The thesis and project work***

The thesis or project work (simply referred to as “the project”), that pertains to this agreement is described in more detail in attachment to this agreement, enclosure 1.

**§ 3 *Conducting the project***

The student or students themselves are responsible for conducting the project but shall have the help of a supervisor at the School of Engineering and a contact person at the company.

The student or students shall work autonomously with the project and in continuous consultation with the supervisor. Guidelines for autonomous thesis work and with relevant application to the School of Engineering can be found with the document “Directions for thesis seminar at the School of Engineering, Jönköping University”

The tasks of the supervisor are to assist and to guide the student or students during the project.

It will be up to the student or students to consult and collaborate with the contact person at the company to thereby generate the greatest possible exchange benefits of the project for contributing parties.

Neither the School of Engineering nor the student or students bear any form of responsibility towards the company for the perspective of the results or the time consumed by the project.

#### ***§ 4 Confidentiality***

The student or students and the supervisor, whether it be during the period of time of the project or at a time thereafter, are bound to not supply or divulge information to others about the company that is of a confidential nature. However, the project may be conducted to allow for external parties to partake in the confidential information provided that it is openly stipulated, in part by explicit permission from the contact person at the company, and, in part by the student or students and the supervisor to ensure that the information to external parties is treated with the same confidentiality conditions as applicable to the student or students and the supervisor themselves. That which is publicly recognised information does not apply to the confidentiality of this agreement.

All parties are further obliged to treat information from and about the project as confidential so as not to risk the demand of its news-value according to applicable patent legislature.

#### ***§ 5 Results and reporting***

The student or students will present the results from the project both in writing and orally according to the form required by JTH at the time.

It will be the responsibility of the student or students and the supervisor to discuss with the contact person at the company – before the official presentation of the results and reporting occurs – the contents and the forms of the account of the project. Under these circumstances if the company judges certain information in the project report to be of a company-confidential nature each individual party must come to an agreement about how such information can be presented separately and in privacy to the company only.

The company may not withhold so much information about the project in the separate report that the possibility of examination for the student or students is risked. In such a case the company should take initiative to describe in which way the company-confidential information can be neutralized or masked to thereby enhance the information in the open project report to the extent necessary to fulfill the examination criteria and conditions.

## **§ 6 *Immaterial questions***

The student or students will, in an appropriate way, be stated as the originators to the project results.

The student or students will allow the company exclusive license to use the project results in the company's operations in a way clear from the following.

If the company wishes legal protection over the project results in the order of which a court order would provide, then the company should announce this to the student or students and to the supervisor. The company should on this occasion provide adequate and reasonable compensation to the student or students for exclusive rights to the project results. Upon setting the amount of compensation one must observe fair practice. As guidance to the parties, one may refer to the PTKs booklet *Arbetstagares uppfinningar*, a guidebook from 1995.

If the company does not announce the wish for legal protection over the project results in the above mentioned manner, the student or students themselves will own the right to the disposal of the project results.

Party disposal rights may not restrict the rights and obligations of the other parties in the other sections of this agreement.

The company binds itself to not use the results of the project in connection to that which can be violating or in another way damaging to the student or students and the School of Engineering.

The company may not without the written consent of the student or students transfer or make available the rights and obligations of the student or students, according to this agreement, to another. Upon transference the company is responsible that the rights and obligations of the parties, according to this agreement, are guaranteed with the acquirer.

## **§ 7 *Compensations of expenses***

The company shall come to an arrangement with the student or students and the supervisor whether the company will compensate the direct expenses of the student or students. Any eventual compensation for independent and additional work effort is a question between the student or students and the company in which to reach a common accord.

**§ 8 Additions and changes to the existing agreement**

All changes and additions to this agreement must be confirmed in writing by the student or students, the supervisor at the School of Engineering as well as the company in order to be binding between the parties.

**§ 9 Disputes**

Disputes owing to this agreement shall be decided by a public court of law according to Swedish Law. Parties that participate in court proceedings in dispute shall bear their own expenses for court proceedings.

\_\_\_\_\_

This agreement has been established in the instances where the parties have signed together.

Place \_\_\_\_\_

Date \_\_\_\_\_

Contact person  
At the company / organisation

The student or students

\_\_\_\_\_

\_\_\_\_\_

Supervisor at the School of Engineering

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