

## **TERMS OF AGREEMENT FOR SERVICES PRODUCED IN CONNECTION WITH TEACHING AT TURKU UNIVERSITY OF APPLIED SCIENCES**

1 / 5

### **1. SCOPE OF APPLICATION<sup>1</sup>**

1.1 These general terms of agreement are applied to the agreements of services, projects and equivalent commissions which are provided, implemented or otherwise carried out in connection with teaching at Turku University of Applied Sciences Ltd (later Turku UAS) and of which Turku UAS makes an agreement (later Agreement) with a commissioner, customer or other contracting party (later Contracting Party). In these general terms of agreement, Project refers to a project, service, commission or other equivalent task or performance described in the Agreement. If necessary, the Contracting Parties may agree divergently in writing on the separate conditions below.

### **2. COOPERATION OF THE CONTRACTING PARTIES IN THE IMPLEMENTATIONS OF SERVICES PROVIDED IN CONNECTION WITH TEACHING**

2.1 The parties shall name contact persons in the Agreement. In case the contact person changes, a party shall inform the other party of the change in writing without delay (email is considered a written procedure). Both Contracting Parties shall fulfil their contractual obligations with due diligence.

2.2 Turku UAS implements the performances according to the Agreements as supervised student work or as a combination of supervised student work and specialist work unless another method of implementation has been agreed on in the Agreement.

2.3 If the customer has a need to adjust the agreed service in terms of schedule, contents or other issues agreed on, the Contracting Party shall inform Turku UAS of the need for change immediately after the Contracting Party has learned of it. When possible, Turku UAS tries to take the adjustments requested by the Contracting Party into account in the implementation of the Agreement. The Contracting Party shall reimburse to Turku UAS the additional costs resulting from the adjustments.

2.4 If during the validity of the contract any factors arise which a Contracting Party may estimate to delay the completion of the implementation or performance according to the Agreement, the Contracting Party which has learned of the factor in question shall immediately inform the other Contracting Party of it.

2.5 A delay in the implementation or performance according to the agreement does not justify the Contracting Party to claim a price reduction or damages if Turku UAS has fulfilled the abovementioned obligation to notify and the delay is not unreasonably long.

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<sup>1</sup> These General Conditions (YSE) have entered into force on 19 May 2021 (updated sections 6.3., 8.1.). Section 10 added on 6 August 2021.

## **TERMS OF AGREEMENT FOR SERVICES PRODUCED IN CONNECTION WITH TEACHING AT TURKU UNIVERSITY OF APPLIED SCIENCES**

2 / 5

- 2.6 If the Contracting Party neglects the obligation to act related to the handover of the Project result, possibly required by the Agreement, the Contracting Party shall cover the additional costs resulting to Turku UAS from the delay in the handover due to neglect (e.g., rental fees).
- 2.7 The project is considered acceptably delivered when Turku UAS has handed the project result(s) to the Contracting Party and rectified possible errors or deviations the Contracting Party has reported within the deadline mentioned in section 6.2 or 6.3.

### **3. OBLIGATIONS OF THE CONTRACTING PARTIES**

- 3.1 The Contracting Party shall hand over to Turku UAS all information and material in its possession required for the performance stated in the Agreement. If the Contracting Party requires that the material is returned, the Contracting Party shall inform Turku UAS of this in writing in connection with the handover of the material.
- 3.2 After the performance according to the Agreement has been completed or a Contracting Party has withdrawn as described in section 7, Turku UAS shall return the material the Contracting Party has required to be returned.
- 3.3 The Contracting Party is responsible that in terms of all background and other material it has delivered to Turku UAS, it has the rights to use, reproduce, develop, sublicense and possibly utilize otherwise the material as required by the Project. The Contracting Party is responsible for procuring any licences and rights from third parties as required by the implementation of the project.

### **4. CONFIDENTIALITY**

- 4.1 If the Project implementation requires confidential information of the Contracting Party, the Project Contracting Parties shall draw up a separate Non-disclosure Agreement according to Turku UAS' policy definitions.
- 4.2 Turku UAS is not responsible for any damages which are caused to the Contracting Party for that a student participating in the Project breaches the Non-disclosure Agreement referred to in section 4.1 or a separate Non-disclosure Agreement related to it after the student's right to study at Turku UAS has ended.

### **5. PROPRIETARY RIGHTS AND RIGHTS TO USE THE RESULTS**

- 5.1 Any reports, clarifications, products and other result items of the project which have been created as results according to the Agreement are the property of the Contracting Party once they have been handed over to the Contracting Party and it has paid the price according to the Agreement and fulfilled other possible liabilities to pay.

## **TERMS OF AGREEMENT FOR SERVICES PRODUCED IN CONNECTION WITH TEACHING AT TURKU UNIVERSITY OF APPLIED SCIENCES**

3 / 5

- 5.2 The Contracting Party and Turku UAS have equal and parallel copyrights on software, game and other applications and databases created as a result of the Agreement.
- 5.3 Turku UAS has the right to use, reproduce, sublicense and develop other Project results according to its regular education, research and development activities, unless the Contracting Party has specifically, verifiably and for an acceptable reason limited one or some of the abovementioned right(s) of Turku UAS. Other possible immaterial and utilization rights of the results according to the Agreement are separately agreed on. If an invention that can be protected is created during the implementation of the Project, the invention rights and compensations for the rights shall be agreed on separately.
- 5.4 After having agreed with the Contracting Party, Turku UAS has the right to utilize the Project results in communications and marketing and to publish the results in national and international publications by taking into account the limitations caused by a possible obligation to secrecy.

### **6. RESPONSIBILITY ON THE IMPLEMENTATION AND RESULTS OF THE AGREEMENT**

- 6.1 Turku UAS is responsible for that the Project is implemented according to the Agreement and the general terms of agreement of services provided in connection with teaching.
- 6.2 Turku UAS tries, to the best of its ability, to rectify any errors potentially detected in the Project results required that the Contracting Party informs it in writing of these errors and makes a demand for rectification within a month of the handover of the results.
- 6.3 If the Project results include a software, game or other application, the demand for rectification shall be made within six (6) months of the handover. If the handover of an application is delayed due to a reason attributable to the Contracting Party, the rectification responsibility is considered to start from the moment when the handover would have taken place without the delay.
- 6.4 Turku UAS tries, to the best of its ability, to see that the material it hands over to the Contracting Party does not infringe the rights of third parties. However, Turku UAS is not responsible for damages caused by possible infringements for the Contracting Party.
- 6.5 Turku UAS' responsibility for the Project results is limited to the obligations stated in this section 6. Turku UAS does not guarantee the functionality of the Project results nor provide any other guarantee for them. The Contracting Party is responsible for the utilization of the Project results.

### **7. RIGHT OF WITHDRAWAL**

- 7.1 Turku UAS has the right to withdraw without payment from the Project implementation for a weighty reason. This includes, for example, the illness of a key student participating in the Project, if Turku UAS is unable within a reasonable time to find a student who can complete the performance.

## **TERMS OF AGREEMENT FOR SERVICES PRODUCED IN CONNECTION WITH TEACHING AT TURKU UNIVERSITY OF APPLIED SCIENCES**

4 / 5

- 7.2 Turku UAS shall inform the Contracting Party of the withdrawal from the Agreement and Project immediately after the factor justifying the withdrawal has arisen and Turku UAS has learned of it.
- 7.3 The Contracting Party has an equivalent right to withdraw from the Agreement for a weighty reason, of which it shall inform Turku UAS immediately after it has learned of the factor justifying the withdrawal.
- 7.4 If the Project according to the Agreement is suspended for a reason mentioned above in this section, Turku UAS agrees with the Contracting Party on the share of the price to be paid by the Party or on returning the price or part of it which has possibly already been paid. When drawing up the Agreement, the work or performance done until the interruption and its value to the Contracting Party shall be considered.
- 7.5 The withdrawal of the Contracting Party from the Agreement leads to the premature termination of the Agreement after the price mentioned in section 7.4 above has been paid or the reimbursement of the price has been made or after the Contracting Parties have stated that the withdrawal from the Agreement does not result in payment obligations for either Contracting Party.

### **8. LIABILITY FOR DAMAGES**

- 8.1 A Contracting Party shall have the right to receive damages from the other party for direct losses arising from a breach of contract. The damages shall be claimed within six (6) months after the Contracting Party which has been damaged has learned of the damage, however at the latest within a year after the validity of the Agreement has ended. No indirect damages shall be compensated.
- 8.2 Turku UAS gives its best efforts to guarantee that the material, application or other result transferred to the customer as a result of the service do not infringe the intellectual property rights of any third party.
- 8.3 In all cases, Turku UAS' liability for damages is limited to the total price paid by the Contracting Party to Turku UAS according to the Agreement.

### **9. FORCE MAJEURE**

- 9.1 A Contracting Party is not liable for damages caused to another Contracting Party arising from an error or delay when these have occurred due to force majeure. Force majeure is deemed to be an unusual event, occurring after the signing of the Agreement and preventing the fulfilment of the Agreement, which the Contracting Party could not reasonably take into account when signing the Agreement, and whose consequences cannot be prevented. Such force majeure may be interruption of public transport or energy distribution, a strike or other labour action, fire, import or export ban, natural catastrophe or other equally unusual and significant situation beyond the control of the parties. A Contracting Party shall notify the other party without delay about the force majeure as well as the

## **TERMS OF AGREEMENT FOR SERVICES PRODUCED IN CONNECTION WITH TEACHING AT TURKU UNIVERSITY OF APPLIED SCIENCES**

5 / 5

moment when the force majeure is over, after which the Contracting Parties shall agree on its impact on the Agreement.

### **10. OTHER TERMS**

- 10.1 Amendments and adjustments to the Agreement shall be made in writing (email is considered as a written procedure.)
- 10.2 Turku UAS has the right to use subcontractors in the performance of the Project. Turku UAS is responsible for the performance of the subcontractor similarly to its own.
- 10.3 A Contracting Party has no right to transfer the Agreement to a third party without a prior written consent from the other party. However, the Contracting Parties have the right to transfer the Agreement with similar rights and obligations to whom their tasks and operations are transferred to.
- 10.4 Turku UAS has the right to terminate the contract immediately if the Contracting Party's financial or other circumstances have been changed significantly so that there is reasonable doubt that the Contracting Party is unable to fulfil its contractual obligations. Turku UAS has the right to invoice the Contracting Party for all the services performed before the termination of the Agreement.

### **11. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 11.1 This Agreement shall be governed by the laws of Finland excluding its rules for the choice of law.
- 11.2 Disputes and claims related to this Agreement shall be resolved through negotiations between the Contracting Parties. If the negotiations remain unsolved, the disputes shall be solved in the District Court of Southwest Finland, primarily with court mediation.