

Agreement on Student Project

[This template for agreements on intellectual property rights between a Client (or company or other organization) and Students has been devised by Mid Sweden University. The template is intended for project courses and degree projects concerning innovation on behalf of industry and organisations. Text enclosed in square brackets in the template is deleted or updated before signing. Mid Sweden University is not a party but wishes to see a copy of said agreement together with an appendix containing detailed personal data. The agreement should be signed as soon as possible after commencement of a project and at the latest before project results and other confidential information are transferred between the parties. A shorter version only for secrecy is also available]

1. Parties

This agreement has been entered into between [a] student[s] hereinafter referred to as the Student[s] and [the client's name and organisation registered number] hereinafter referred to as the Client and concerns a degree project conducted within [Degree Project / the course Project Based Product Development at Mid Sweden University].

Student[s]

[student 1, first name and surname; e-mail; course subject, progression level and number of course credits]

[student 2, first name and surname; e-mail; course subject, progression level and number of course credits]

[student 3, first name and surname; e-mail; course subject, progression level and number of course credits]

[and so on]

The Client

[Name and organisation registration number]

2. Background

[Provide a brief summary of the project's overall aims and purpose and the Client's idea for a potential new product or service. The description should not be too solution-oriented but give the students scope for innovation.] For details, see the project description that the parties intend to agree on by [date] at the latest.

3. Secrecy

The Student undertakes to not disclose confidential information to which the Student is made privy during the course of the project to a third party, for example guests from other companies at a concluding product fair. In order for information to be considered confidential the Client must (in writing) inform the student of this. Information shall not be considered confidential if:

- the information is provenly already in the possession of the recipient party
- the information has provenly been received from someone other than the Client
- the information can be considered to be public or generally known

- the information has been produced by the student personally independently of information provided to the student in accordance with this agreement

The Student however has an unrestricted right to discuss the project with teachers at Mid Sweden University and other students who are members of the same project and present the project verbally and in writing for teachers and students at Mid Sweden University. The Student also has the right to provide to Mid Sweden University such information and documents that the university requests to be able to hold an examination, either electronically (which a third party would be able to request with reference to the principle of public access to official records) or as working documents on paper.

4. Right of ownership of project results

All project results produced by the Student, including but not limited to inventions, products, methods, program code, algorithms, processes, drawings, measurement results, designs, patterns, trade-marks, documentation, marketing, improvements or anything else that arise out of the work and that would be able to be the object of copyright protection, patent protection or other intellectual property protection, shall accrue to the Student.

The Students accord each other unrestricted right of use of jointly owned project results.

5. Option to acquire right of ownership or right of use of project results

The Client has the right, against payment, to acquire: [check one box]

- ☐ right of use only or
- ☐ right of use and right of ownership of project results.

By *right of use* is meant delivery of project results to the Client and a non-exclusive right of unlimited duration to use the results in the Client's internal operations and activities. *Right of use only* means that one or more Students within the group have the possibility, after the conclusion of the project, to further develop the results, including in commissions for other companies. The intellectual property rights to the results may then be proprietary (and owned by the Student group) or contain free content, e.g. open source code or documents with free and open content (the Students may then reuse open content and waive the financial copyright but retain the moral rights to their contributions).

By *right of ownership* is meant that the financial copyright to the project's results is transferred to the Client, including the right to sell on the results.

Right of ownership or right of use of project results shall be acquired against payment of a reasonable consideration to the student. The Client's interest in possible acquisition shall be notified to the students within three months of the completion of the course. Should the parties not define reasonable consideration under section 6, "Payments", the parties shall negotiate the level of payment in conjunction with the Client notifying its interest in acquiring right of ownership or right of use.

The degree of acquisition of rights and the extent to which the Client has contributed to the production of the invention shall be taken into account in the determination of the payment.

Should the Client not exercise this right to acquisition, the Student him-/herself has the right to apply for intellectual property rights protection for and to exploit the project's results, including the Client's idea for a new product or service as worded under the heading "Background" above.

6. Payments and criteria

Agreed payment level 1 and criteria: [Example: In the case of a functioning prototype, demonstrator or proof-of-concept with documentation and evaluation results according to the agreed project plan, the Client may acquire access to and **right of use** of the results against payment of SEK 4,000 per student who has contributed to the project.]

Agreed payment level 2 and criteria: [Example: In the case of a product that is usable in the Client's operations and activities, including documentation and evaluation results according to the agreed project plan, the Client may acquire access to and **right of use** of the results for SEK 8,000 per student who has contributed.]

[Agreed payment level 3 and criteria: Example: In the case of a product that is usable in the Client's or its customers' operations and activities, including documentation and evaluation results according to the agreed project plan, the Client may acquire access to and **right of ownership** of the results for SEK ? per student who has contributed.]

Any payment is made in the form of salary after the project has been concluded and the course passed against handing over of the project results. The payment level refers to salary *after* deductions for payroll taxes but *before* deductions for preliminary income tax. Unless the students agree otherwise, the payment is divided equally.

Form of employment for payment: [For example **Self-employed** (form of employment subject to low payroll taxes) or **Hourly employment**.]

7. Responsibilities

The Student shall perform the work independently. The Student has no responsibility for the results of the project nor financial responsibility for the project.

The Client shall reserve reasonable resources, including a contact person and regular meetings, for the project to be able to be conducted according to the schedule agreed. In the case of purchases made for the project, the Client shall be invoiced directly.

[The Client also undertakes to during the project period provide the equipment, data, test subjects, software and travel required for the students to be able to conduct the project.]

8. Results and reporting

When the project has concluded and against payment the Student shall make a verbal and a written report of the project work to the Client together with a cost report with original vouchers.

9. Amendments

All amendments and additions to this agreement shall be in writing and signed by both parties to be considered valid.

10. Disputes

Disputes concerning the interpretation of this agreement shall be settled in a general Swedish court. The parties have each received a copy of this agreement.

Student 1.....

[Name in block letters]

Student 2.....

[Name in block letters]

Student 3.....

[Name in block letters]

For the Client.....

[Title]

[Name in block letters]

Appendix A: Detailed information for payment

[student 1, name and surname:

personal identity number:

bank account number and/or postal address for payment]

[student 2, name and surname:

personal identity number:

bank account number and/or postal address for payment]

[student 3, name and surname:

personal identity number:

bank account number and/or postal address for payment]

[and so on]