

**AGREEMENT ON THE CEDING OF RIGHTS IN THE PROJECT**

**1. Contracting parties**

The contracting parties of this agreement are:

Metropolia University of Applied Sciences (”Metropolia”)

**and**

*Firstname Lastname* (”Project Person”)

**2. Object and purpose of the agreement**

Metropolia has obligations on the basis of the Act on the Right in Inventions made at Higher Education Institutions (369/2006), other legislation, terms and conditions of outside funding and/or other contracts, due to which project participants shall transfer their rights regarding the project results to Metropolia.

This agreement applies to the project *”Add name of the project here” (Add funding source and funding programme here)* and all its results. The purpose of this agreement is to transfer the rights regarding the project results from the Project Person to Metropolia. The results mean all project results such as patents, inventions, computer software and applications, any data with economic value and documents, technical reports and other material thereof that the Project Person has generated in the project (later “Results”).

**3. Transfer of rights regarding Results**

The Project Person who has signed the agreement transfers the right of ownership and immaterial rights[[1]](#footnote-1) regarding the Results, including the right to amend and forward the Results. No fee shall be paid for these transfers subject to the provisions of points 5 or 6.

**4. Background material**

Background material in this agreement means technical, scientific, business, commercial and financial data and material of the project field or a related field, as well as patents, inventions and computer software which have been developed outside the project either prior to the start of the project or during it (later “Background material”). The Project Person commits to use only such Background material in the project that Metropolia has the right to use in this project, or publicly available Background material. If the Project Person wants to use Background material in the project which is owned by himself/herself or by a third party, its use has to be agreed upon with Metropolia prior to the project.

This agreement does not transfer any rights of ownership and immaterial rights regarding the Background material owned by the Project Person. Should the Background material owned by the Project Person be needed for the use of the Results of the project or for other purposes, the terms of the usage rights regarding the Background material of the Project Person shall be separately agreed upon.

**5. Notification of invention or work**

The author of a patentable or otherwise protectable invention or computer software, created within the project, has to notify Metropolia of the invention or computer software without delay and in writing, according to Metropolia instructions. Metropolia pays the inventors for the approved invention notification the fees applicable in its invention notification guidelines which are valid at the time. The Project Person commits to sign the required transfer and proxy documents and also otherwise assist in the patenting or other protection procedure.

**6. Use of the results and payment of compensations**

Should Metropolia receive income as a result of the use of the rights transferred on the basis of this agreement, the direct costs incurred to Metropolia, of the invention, innovation or software, will be deducted from the income (including invention notification fees) after which the net income will be distributed according to the distribution key below, unless otherwise agreed in writing.

Inventors/authors 60%

Metropolia’s respective profit centre 20%

Maintenance of Metropolia’s innovation activities 20%

If several inventors/authors are involved in the project, the respective income will be evenly distributed, unless otherwise agreed.

**7. Confidentiality**

The Project Person commits to keep secret and not to disclose information on the invention, innovation, work protected by copyright, or other confidential data of Metropolia, its contractual partners or other stakeholders without a written permission by Metropolia and the other respective party.

Publication rights shall be agreed upon between Metropolia and the other contractual parties participating in the research project.

The secrecy obligation shall nevertheless not apply to:

1. information which was public or publicly available at the time of disclosure of confidential information,
2. information that has become public or publicly available after the disclosure of confidential information for a reason beyond the Project Person’s responsibility,
3. information that was in possession of the Project Person without any secrecy obligation applicable to it at the time of disclosure of confidential information,
4. information that the Project Person has received from a third party without secrecy obligation set by the disclosing contracting party.

The period of validity of the secrecy obligation will be determined in the agreement between Metropolia and the other contracting parties participating in the project. In many cases, secrecy obligations remain valid even after the expiry of the employment relationship.

This agreement does not lessen the general or other secrecy obligations of the Project Person resulting from legislation and other provisions or agreements.

**8. Obligations of the director in charge of the project**

The director in charge of the project in Metropolia shall ensure that all project participants, either with an employment relationship with Metropolia or its students, shall sign this agreement and are aware of the obligations related to the research project, including the research contract and the terms and conditions of the funding party.

**9. Other commitments**

The Project Person assures that he/she has no other commitments having an effect on this agreement.

**10. Researcher exchange**

The director in charge of the project and the employee going to another organisation as a visiting researcher shall ensure that no exchange or transfer contracts related to the researcher exchange with the receiving organisation are signed prior to Metropolia’s permission to sign the contracts and/or commitments.

**11. Entry into force**

This agreement shall enter into force at the time of signature and it is retroactively valid from the beginning of the research project.

**12. Dispute resolution**

Possible disputes arising from this agreement shall be resolved primarily through negotiations between the parties. Should the negotiations not lead to a settlement, the dispute shall be settled in the District Court of Helsinki.

**13. Signatures**

This agreement is drafted in as many copies as there are parties in the agreement, one for each party.

Helsinki \_\_\_.\_\_\_.2021 Helsinki \_\_\_.\_\_\_.2021

Metropolia University of Applied Sciences Ltd

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Firstname Lastname Firstname Lastname

RDI director Title (e.g. lecturer)

Helsinki \_\_\_.\_\_\_.2021

Project Person

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firstname Lastname

Title (e.g. lecturer)

1. Immaterial rightsmean all intangible rights including i.a. patents, utility models, trademarks, intellectual property rights, rights to topographies of integrated circuits and protected designs. [↑](#footnote-ref-1)