**Agreement**

between

Industry partner

Address

Zip Town

represented by

Name of industry partner (hereinafter **“project partner”**)

and

Lucerne School of Engineering and Architecture,
Department of Business Engineering | Innovation

Technikumstrasse 21, 6048 Horw

represented by

Name of lecturer (hereinafter **“Lucerne School of Engineering and Architecture”**)

and

Name of student

and

Name of student (hereinafter **“student”**)

(all together hereinafter **“the parties”**)

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|  |

concerning

**The bachelor’s thesis “Title BAT”**

1. **Purpose of the agreement**In the course of his or her studies, the student shall write a bachelor’s thesis in accordance with the applicable legal principles and regulations governing bachelor’s theses at the Lucerne School of Engineering and Architecture.

The bachelor’s thesis is established on behalf of an (external) project partner. The aim of the thesis is to contribute to a solution for a specific technical problem at the project partner.

Within this agreement, the definition “bachelor’s thesis” relates to both the developed technical solution as well as the written work in which this technical solution is described.

1. **Contribution to expenses**

The project partner agrees to contribute a non-performance-related sum of CHF 1,000 excl. VAT (per participating student) to the expenses incurred by the Lucerne School of Engineering and Architecture. The project partner will be presented with the invoice on completion of the bachelor’s thesis.

1. **Confidentiality**The parties shall keep secret information exchanged as part of this agreement that is explicitly designated as such (“confidential information”). The obligation to confidentiality applies independently of whether the confidential information is available in written, verbal or electronic form, or in the form of equipment, samples, prototypes or products. In case of verbal communication of the confidential information, this must be declared as confidential in writing to the receiving party within five (5) days.

Non-confidential information relates to information, which:
* was already known by the public before it was announced by one of the parties;
* is known by the public without breach of duty of the receiving party;
* was already known by one party through a third party without a duty to confidentiality;
* was already known by one party before it was announced by the other party, provided this can be proven in writing;
* must be disclosed for legal reasons. In this case, the party who disclosed the confidential information must be informed immediately.

The parties undertake to not use the confidential information for purposes other than those specified under clause 1 of this agreement. The Lucerne School of Engineering and Architecture and the student undertake to only disclose the confidential information received from the project partner to those persons who require this information in order to carry out the bachelor’s thesis and are also subject to this confidentiality agreement.

The copies of the bachelor’s thesis archived by the Lucerne School of Engineering and Architecture are not accessible to the public. If confidential information is published in scientific texts according to clause 5 of this agreement with the consent of all parties, then the confidentiality obligations end for the published text to the extent of the respective publication.

1. **Duty of disclosure and right to information**The student shall provide the project partner with information on the state of progress of the bachelor’s thesis when asked to do so.

The project partner is invited to attend the final presentation.

1. **Intellectual property**

In terms of intellectual property, the provisions in Art. 34 ff. of the Academic Ordinance Governing Bachelor’s and Master’s Degree Programs at the Lucerne University of Applied Sciences and Arts, FH Zentralschweiz from 13 June 2014 (SRL No. 521) apply, with the following differences:
The project partner is granted a non-exclusive, unlimited right in terms of time and place to use and exploit the bachelor’s thesis. Prior to the student’s own scientific use and exploitation of the bachelor’s thesis, the student shall offer the project partner an exclusive right of use against payment for the bachelor’s thesis.

Contrary to Art. 36 of the academic ordinance, the Lucerne School of Engineering and Architecture may not grant or transfer the rights to the bachelor’s thesis to third parties, nor use the bachelor’s thesis itself for commercial purposes. The Lucerne School of Engineering and Architecture reserves the right to use the bachelor’s thesis itself for the following purposes: archiving, documentation, information, cataloging in the library or media library; advertising and public relation activities; teaching and non-commercial research. The Lucerne School of Engineering and Architecture shall obtain the consent of the project partner prior to using the bachelor’s thesis in scientific publications or for advertising and public relation activities.

In the event that the bachelor’s thesis results in a patentable invention, the parties (student, project partner, Lucerne School of Engineering and Architecture) must come to a joint arrangement on registering the patent and its scientific use and exploitation in a separate agreement.

1. **Warranties and liability**

In carrying out the bachelor’s thesis, the student shall work with the requisite care for scientific work and strive to reach their intended objective. However, neither the student nor the Lucerne School of Engineering and Architecture assume any guarantee for this intended objective being met.

Liability for the usability, completeness or industrial or scientific quality of the bachelor’s thesis, together with its freedom from third-party rights, is excluded to the extent permitted by law.

The project partner is responsible for their further use of the bachelor’s thesis. Claims to compensation for damages – including indirect and consequential damages – are excluded provided they are not a result of intentional or gross negligence.

1. **Final provisions**

This agreement shall come into force after being signed by all parties and ends with the submission of the bachelor’s thesis.

Clauses 2, 3, 5, 6 and 7 also continue to apply without limitation following the termination of this agreement.

Owing to the student’s particular need for protection, this agreement may only be terminated prematurely for compelling reasons.

Amendments or additions to this agreement must be made in writing. This also applies to this reservation on the written form.

This agreement is subject to Swiss law. The parties shall endeavor to settle any conflicts by amicable means. Should this not succeed, the sole place of jurisdiction is the city of Lucerne.

This agreement is issued in triplicate.

The student:

Horw, date

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Name of student

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Name of student

For the project partner: For the Lucerne School of Engineering and Architecture:

Place, date Horw, date

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Name of project partner Name of lecturer