## **AGREEMENT ON A STUDENT’S**

## **TRAINEESHIP AND/OR ARTISTIC COMPONENT OF A THESIS PROJECT**

|  |  |
| --- | --- |
| **Parties of the Agreement** | **University of the Arts Helsinki (Uniarts Helsinki)** Theatre AcademyP.O. Box 20 FI-00097 UNIARTS**Organisation:** XXBUSINESS ID: XXPostal address: XX**Student:** First name Last name Student number: XXContact information: XXDegree programme: XX |
| **Study unit** | Name: XX Code: XXECTS credits: XXLearning outcomes: XX |
| **Contractual relationship** | The traineeship involves an employment relationship (the student and the traineeship organisation sign a separate employment contract for a fixed period)The traineeship does not involve an employment relationship (the student and the traineeship organisation do not sign an employment contract for a fixed period)  |
| **Contact persons of the university**  | **Teacher-in-charge of the course (matters concerning the content and, if necessary, resources of the traineeship):** First name Last nameEmail: XXPhone number: XX**Supervising teacher (pedagogical process)**: First name Last nameEmail: XXPhone number: XX**Coordinator (contractual aspects):** First name Last nameEmail: XXPhone number: XX |
| **Contact persons of the traineeship** | First name Last name, position in the organisationEmail: XXPhone number: XX |
| **Traineeship period** | Start and end dates: xx.xx. – xx.xx.xxxxTotal duration of the traineeship: xxFull-time traineeship: In an employment relationship, the weekly working time is determined based on the job in question in accordance with the collective agreement that is valid in the field. Part-time traineeship: \_\_\_\_\_\_ hours/ week In case of absences, the traineeship organisation’s practices are followed, and the organisation’s representative and the student agree on how the student can make up for absences, if the need occurs. |
| **Student’s duties** | ***[Update this section with the student’s traineeship position, e.g.****: Student* ***XX*** *visits the following production as an actor/dancer/director/dramaturge/lighting or sound designer**Play / performance / production:* *Script:* *Directing:**Choreography:**E.g. The production premieres on xx xx, and the number of performances is xx.]* |
| **Further information** | If additional performances of the production are added to the schedule, a separate written agreement concerning the performances must be made with the student. [*if needed also this sentence*:] If additional performances take place outside of the traineeship period, a separate written agreement must be made not only with the student but also with the degree programme.  |
| **Possible appendices** | *]E.g. a preliminary rehearsal and performance schedule]* |

**OTHER TERMS AND CONDITIONS OF THE AGREEMENT**

**Scope of application**

This agreement on a student’s traineeship / execution of an artistic thesis project concerns the organising of a traineeship / execution of an artistic thesis project that will be part of the above-mentioned student’s degree and completed at a company, public body or some other organisation. The traineeship may also be connected to a study project carried out at the university.

The goal of the traineeship is to support and promote the student’s progress in studies.

**Responsibilities of the parties**

**Uniarts Helsinki’s Theatre Academy:**

1. The student’s degree programme assigns a supervising teacher for the traineeship, and the teacher’s duty is to secure the student’s pedagogical process and to ensure that the learning outcomes determined in the agreement are met.

The teacher’s duties may include:

*Designer / director / choreographer:*

The supervising teacher’s duties include examining preliminary plans, attending production meetings, guiding the student towards compiling a realistic execution plan, and following rehearsals.

*Performer:*

The supervising teacher’s duties include following the rehearsals (this must be discussed with the director of the production) and giving feedback to the student.

*Dramaturge / writer:*

The supervising teacher’s duties include guiding the student’s writing process and giving feedback to the student.

The supervising teacher’s tasks and work hours are agreed upon separately.

1. If necessary, assists and guides the traineeship organisation in making sure that the traineeship is completed according to the curriculum or in an otherwise appropriate manner.
2. Provides the traineeship organisation the necessary information about the goals and requirements of the traineeship and about the instruction given to the student and the general skills that have been acquired in the teaching process and that can be utilised in the traineeship.
3. Gives the student ECTS credits after the traineeship has been completed.

**Traineeship organisation:**

1. Assigns a contact person among its employees to act as a representative of the traineeship organisation in matters concerning organising and supervising the traineeship.
2. Provides the student and Uniarts Helsinki’s Theatre Academy with necessary information concerning conditions related to the traineeship.
3. Is responsible for the student’s occupational safety in the manner required by the Occupational Safety and Health Act. The traineeship organisation introduces the student to the occupational safety regulations connected to the duties. The safety regulations of the field and the organisation are followed in all matters concerning occupational safety. The traineeship organisation complies with the Occupational Safety and Health Act also as it relates to harassment and inappropriate treatment.
4. Informs the student and contact person of the university immediately on essential changes expected to occur in the duties and conditions related to the student’s traineeship.
5. Contacts the supervising teacher assigned for the traineeship immediately if there are problems concerning the traineeship.
6. Provides the student with a job or traineeship certificate after the end of the traineeship period.
7. Pays for travel, accommodation and other normal expenses in accordance with the State Travel Regulations, if the student is required to travel due to traineeship-related duties.

**Student:**

1. Completes the duties assigned in the traineeship and follows the supervisory instructions of the traineeship organisation as well as the education-related instructions of the university.
2. Informs the traineeship organisation and Uniarts Helsinki’s Theatre Academy immediately if the duties and working conditions in the traineeship change in a way that could affect the re-evaluation of the traineeship’s suitability.
3. Works actively in the duties that have been agreed upon with the traineeship organisation so that the traineeship and the student’s studies complement one another.
4. *[voidaan poistaa, jos kyseessä opinnäyte:]* Compiles a written report on the traineeship in accordance with the given instructions, which is a requirement for being awarded credits for the study unit.

**Insurance coverage**

If the student completes the traineeship in an employment relationship with the traineeship organisation, the student is covered by the employer’s accident insurance. If the student is not in an employment relationship with the traineeship organisation, the student is covered by Uniarts Helsinki’s statutory accident insurance for students.

As for liability for damages, the student is always covered by the insurance of the traineeship organisation.

**Limitation of liability**

In all cases, the student’s liability is limited to the total amount of the remuneration / salary paid by the traineeship organisation. The student is not responsible for any indirect or consequential damages or damage caused by a third party.

**Other terms and conditions**

Neither the university nor the student give any guarantees concerning the quality of the completed traineeship or the success of the potential final outcome of the work completed during the traineeship. The student is not in employment relationship with the University. The university is not responsible for possible breaches of agreement committed by the student completing the traineeship, nor is the university liable for any possible direct or indirect damages caused to the traineeship organisation by the traineeship specified in this agreement.

The parties must present possible damage claims concerning damages caused to the other contracting party by this agreement or related legal relationships within six (6) months of the damage or the date on which the damage became known to the contracting party. However, all damage claims must be presented within one year of the expiry of the agreement at the latest.

**Applicable law and settlement of disputes**

This agreement is governed by the laws of Finland, excluding its choice of law provisions.

Potential disputes shall be resolved through negotiation between the parties. If the parties fail to settle the dispute, it shall be resolved in the first instance at the District Court of Helsinki.

**Copyrights**

In addition to what has been agreed upon in this agreement, in copyright-related issues, the provisions laid out in the collective agreements of the field of art in question shall apply.

THIS SECTION IS ONLY INCLUDED IF THE TRAINEESHIP INVOLVES A THESIS PROJECT:

If the student works on an artistic work required for a thesis project in connection with the traineeship, the parties must take into consideration that a thesis project is always public.

The student has the copyright to the thesis project that they have created.

The student also becomes the owner of other possible intellectual property rights relevant to the thesis project that they have created. The traineeship organisation is granted a parallel copyright to use the thesis project in its internal activities. If the traineeship organisation wants to gain access to other rights related to the thesis project, it must be negotiated separately with the student.

**Recording a performance of a thesis project**

The student is usually expected to produce a recording of the artistic component of their thesis project.

The student is responsible for producing the recording and agrees on the possible expenses with their degree programme.

A recording of the artistic component of a thesis project, which has been created as part of a study unit, is examined and archived in accordance with limited right of use in the following way.

Choose one of the three options:

**YES**

The student is allowed to record the performance as long as the performance is not disturbed. The student is allowed to use the recording in the following way:

**Alternative A**

 The artistic performance is recorded for a thesis examination process. The recording is not archived after the thesis examination and approval process has ended, and instead, the recording is destroyed in accordance with the data protection policy of the university.

**Alternative B**

The artistic performance is recorded for thesis examination, and the recording is archived by the Uniarts Helsinki Library in connection with the written work for the thesis project. The recording of the artistic component may be viewed at the Library, but any copying or recording of it is prohibited.

**NO**  The student is not allowed to record the performance.

**Expenses**

Uniarts Helsinki’s Theatre Academy and the student are not financially responsible for potential interruptions and cancellations related to the traineeship.

Uniarts Helsinki’s Theatre Academy is not obligated to contribute to paying expenses related to the traineeship, unless otherwise agreed in writing.

**Interpretation of the agreement**

Disputes concerning interpretation of the agreement shall be resolved through negotiation between the parties. If a consensus cannot be reached in the conflict through negotiation, it shall be taken to the District Court of Helsinki, unless the parties agree otherwise.

**Signatures and names in block letters**

Three identical copies of this agreement have been made, one for each contracting party.

**On behalf of the traineeship organisation**

Signature

Name in block letters and job title

Place and date:

**On behalf of Uniarts Helsinki’s Theatre Academy**

Signature

Name in block letters and job title

Place and date:

**Student**

Signature

Name in block letters and job title

Place and date: