

## 1. Scope and order of priority

- 1.1. These General Terms and Conditions (**General Terms**) apply to research projects, which are conducted solely by Aalto and only partly funded by Client (not covering all costs of the Project). General Terms form an Appendix and an integral part of the written project agreement between Aalto and Client describing the Project (**Project Agreement**). Project Agreement and the General Terms are hereinafter referred to jointly as "**Agreement**".
- 1.2. In case of a conflict between the core text of the Project Agreement and its appendices, the order of priority will be as follows:
  1. core text of the Project Agreement
  2. appendices in ascending numerical order.

## 2. Definitions

- 2.1. **Background** means all material, equipment, methods, techniques, technology, know-how, information, discoveries, inventions, data, databases, software, photographs, literary and artistic works, which are generated outside the Project and owned and provided by one Party to be used in the Project, as well as any Intellectual Property Rights relating thereto.
- 2.2. **Confidential Information** means all information or materials, including but not limited to any kind of research, business, commercial or technical information and data received by a Party (**Receiving Party**) from the other Party (**Disclosing Party**) in connection with the Project whether disclosed orally, in writing or in electronic or any other form, provided that i) when disclosed in tangible form is clearly marked as confidential at the time of its disclosure or ii) when disclosed orally or visually is identified as confidential prior to its disclosure and its confidentiality is confirmed in writing within 7 days from such disclosure.
- 2.3. **Contribution** means financial contribution agreed in the Project Agreement and to be paid by Client to Aalto
- 2.4. **Data Protection Laws** mean the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority, as may be amended from time to time.
- 2.5. **Intellectual Property Rights** mean all forms of intellectual property protection, including but not limited to patents, utility models, trademarks, service marks, domain names, copyrights and related rights, database rights, chip topography rights, design rights, as well as applications for and renewals or extensions of such rights, in each case whether registered or unregistered.
- 2.6. **Project** means the jointly funded research project described in the Project Agreement
- 2.7. **Results** mean all material, equipment, methods, techniques, technology, information, inventions, software, photographs, literary and artistic works generated in the Project, as well as any Intellectual Property Rights relating thereto. Background is not regarded as Results.

## 3. Payment terms

- 3.1. Applicable value added tax (VAT) will be added to all amounts payable to Aalto under the Agreement.
- 3.2. Payment term is 30 days net counted from the date of the invoice. Aalto will charge late payment interest on the amount due in accordance with the Finnish Interest Act. Collection costs will be charged for each collection action.

## 4. Rights to Background

- 4.1. Nothing in the Agreement affects ownership of any Background
- 4.2. No license to Background is neither granted nor implied except as expressly set out in section 4.3.
- 4.3. Client grants to Aalto a fully paid-up, non-exclusive, non-transferable license to use its Background for the purpose of carrying out the Project (including the right to reproduce, modify, create derivative works of and develop the Background). At Client's discretion Aalto will either destroy or return at Client's expense Client's Background after the completion of Project.

## 5. Rights to Results

- 5.1. Aalto will own all Results.
- 5.2. If Client gives Aalto a written notice (**Option Notice**) within 4 months after the completion of the Project (**Option Period**), Client will have the right to request negotiations with Aalto on an assignment of the ownership of certain or all Results, in which case the Parties will negotiate in good faith, for a period of up to 3 months (**Negotiation Period**) to reach an agreement on the granting of ownership to certain or all Results. During the Negotiation Period Aalto has right to negotiate also with third parties. If Aalto receives a more advantageous offer from a third party during the Negotiation Period, Client has the right to match its offer accordingly. If the Parties are unable to reach an agreement within the Negotiation Period, Client's rights under this section 5.2. will lapse.
- 5.3. If Parties agree that ownership of certain or all Results will be transferred to Client, Aalto retains a fully-paid-up, non-exclusive, perpetual, irrevocable and world-wide license to use, including the right to modify and to develop, the transferred Results for research and educational purposes, including research carried out in co-operation with or on behalf of third parties. All Intellectual Property Rights and derivative works, which may arise in connection with such Aalto's activities, will be owned by Aalto.
- 5.4. Copyright to any thesis, dissertation or other similar works will always be vested in the author or creator of said works.
- 5.5. Aalto and its personnel are entitled to use the experience and professional expertise obtained in connection with the Project.

## 6. Property purchased or constructed for the execution of the Project

- 6.1. All materials, equipment, software, databases, literature, prototypes, data and other property purchased, collected or constructed by Aalto for the execution of the Project will be owned by Aalto.

## 7. Subcontractors

- 7.1. Aalto may use subcontractors. Aalto is responsible for the work of its subcontractors as for its own.

## 8. Confidentiality

- 8.1. The Receiving Party will neither disclose to any third party nor use for any other purpose than for fulfilling its rights and obligations under the Agreement any of the Disclosing Party's Confidential Information.
- 8.2. Confidentiality obligations will not apply to Confidential Information, which, as proven by the Receiving Party's written records:
  - a) is available to public at the time of the disclosure; or
  - b) becomes available to public otherwise than by breach of the Agreement; or
  - c) has been in the possession of the Receiving Party prior to its disclosure without restrictions on its disclosure or use; or

- d) is rightfully received from a third party without restrictions on its disclosure or use; or
- e) is released for disclosure by prior written consent of the Disclosing Party; or
- f) has been developed by the Receiving Party independently or with a third party without any use of Confidential Information.

The Receiving Party may disclose Confidential Information in order to comply with applicable laws or a court or an administrative order provided, however, that, if not prohibited by law, it gives to the Disclosing Party prior notice of such ruling without undue delay.

- 8.3. At the written request of the Disclosing Party, the Receiving Party will cease the use of Confidential Information and at the Disclosing Party's discretion either destroy or return all Confidential Information, except for any backup copies made automatically, and to the extent it is required to keep Confidential Information either by applicable law or for the proof of on-going obligations. Such copies or reproductions will be kept confidential in accordance with the Agreement,
- 8.4. The obligations under section 8 are in effect during the Project and will remain in effect for 3 years after the expiration or termination of the Agreement.

## 9. Publication of Results

- 9.1. Aalto will be entitled to publish the Results of the Project.
- 9.2. Before publishing any Results during the Project and the Option Period, Aalto will submit to Client in writing details of the intended publication (**Publishing Notice**). Client may request changes to the publication (**Request**) if the intended publication:
  - a) includes Client's Confidential Information or
  - b) prevents patenting or registering of other Intellectual Property Rights relating to Background owned by Client.
- 9.3. The Request must be made in writing, and it must include the explicit changes required. In case the publication is required to be modified in accordance with paragraph b) above, the proposed publication may be published after the protection has been applied for and in any case within 3 months after sending the Publishing Notice. Client will be deemed to have approved the proposed publication unless it has made a Request within 30 calendar days after Aalto has sent the Publishing Notice. The Parties undertake to cooperate to ensure publication without undue delay.
- 9.4. Any information that has been approved for publication can be published again without a new publication review procedure.
- 9.5. Any Bachelor's, Master's or doctoral theses, dissertation or other works with similar effect, which may be prepared in connection with the Project will always be public documents. The review process described above will apply to such works.

## 10. Liability

- 10.1. Aalto will deliver Results, Background and Confidential Information "as is". Aalto makes no representation nor gives any warranty that the content or use of any Confidential Information, Results or Background will not constitute or result in any infringement of third-party rights. Aalto accepts no liability or responsibility for any use of its Confidential Information, Results or Background by Client.
- 10.2. Aalto does not knowingly include in Results any information or materials protected by Intellectual Property Rights, which restrict the use of Results.
- 10.3. The aggregate liability of Aalto towards Client under the Agreement and the is limited to the Contribution paid by Client to Aalto, however, not exceeding 100.000 euros.
- 10.4. Neither Party will be liable for any indirect or consequential loss or similar damage, except if the damage or loss is caused by breach of confidentiality obligations agreed in section 8.

- 10.5. Aalto will not be liable for any damage incurred in trials or tests.
- 10.6. The limitations of liability referred to in sections 10.3. 10.4. and 10.5 will not apply if the damage or loss is caused by a willful act or gross negligence.

## 11. Force Majeure

- 11.1. Force Majeure will be considered to exist, if the performance of Aalto is delayed or prevented completely or partially or rendered unreasonably difficult by an unforeseeable event. Such an event includes, inter alia, war, insurrection, natural disaster, pandemics, epidemics, widespread infectious diseases, travelling and other restrictions or recommendations issued by an authority, interruption in general energy supply, fire, strike, embargo, material restriction imposed by the government budget or by the government on the activities of Aalto, serious illness, injury or departure of a person who is essential for the execution of the Project and other uncommon reason beyond Aalto's control. Aalto is not responsible for a delay or non-performance due to Force Majeure. A delay on the part of a subcontractor for the above reasons will also be deemed to constitute Force Majeure.

## 12. Export Control

- 12.1. Client represents and warrants, that it is not subject to any embargo, sanction, or any other applicable export control restriction at the time of concluding the Agreement. Client will promptly notify Aalto in writing of any changes to the aforementioned.
- 12.2. Both Parties will be responsible for their own activities and compliance with sanctions, export control laws and regulations in force at any given time (Export Control Laws) applicable to them.
- 12.3. Both Parties will provide to the other Party any relevant information (including but not limited to ECCN number) in its possession which the other Party reasonably requires in order to comply with its obligations under Export Control Laws.
- 12.4. Client undertakes to obtain Aalto's written permission in advance if Client intends to transfer, disclose or deliver to Aalto any Background or Confidential Information subject to Export Control Laws.

## 13. Processing of personal data

- 13.1. Both Parties agree that they will not disclose to the other Party research data containing personal data (as defined in the Data Protection Laws) without first entering into a separate written agreement for such purpose.

## 14. Miscellaneous

- 14.1. Aalto will conduct its research in the Project in a manner that is consistent with the principles of Aalto's Code of Conduct in effect from time to time.
- 14.2. The Agreement may only be amended in writing by signatures of the duly authorized representatives of both Parties. The Parties' contact persons may agree in writing on such minor changes to the Project work, which do not have any impact on the costs or on the scope of work of the Project.
- 14.3. Neither Party may use the other Party's name or logo in any promotional purpose, without first obtaining the other Party's written consent.
- 14.4. Any formal notice required to be served under the Agreement to a Party will be sent by email to the other Party at the address given in the Project Agreement. Any notice so sent will be deemed to have been duly given.

## 15. Governing law and disputes

- 15.1. The Agreement is construed and governed by the laws of Finland excluding its choice of law provisions.
- 15.2. Any dispute or claim arising out of or in connection with the Agreement, which cannot be resolved through negotiations, will be finally settled in arbitration by one arbitrator in accordance with the Arbitration Rules of the



Finland Chamber of Commerce. The seat of arbitration will be Helsinki, Finland. The language of the proceedings will be Finnish.

- 15.3. Nothing in the Agreement will prevent a Party from bringing an action in any jurisdiction to protect or enforce its Intellectual Property Rights or its rights in respect of its Confidential Information.

**16. Term and termination**

- 16.1. The Agreement enters into force upon signature of the Project Agreement. The Agreement will take retroactive effect from the commencement of the Project.
- 16.2. The Agreement remains in force until completion of the Project unless terminated earlier by either Party in accordance with section 16.3.
- 16.3. Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party:
- a) is in material breach of any provision of the Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy;
  - b) becomes insolvent, or subject to liquidation, debt reorganization or restructuring or bankruptcy.
- 16.4. Obligations that are either expressed to survive the termination of the Agreement or obligations, which due to their nature are apparently intended to continue in force beyond the termination of the Agreement, will continue in full force and effect.
- 16.5. Aalto will have the right, at its sole discretion, to extend the Project schedule, suspend its performance, or terminate the Agreement with immediate effect without any liability to Client, if the extension, suspension or termination is due to compliance with Export Control Laws or due to Force Majeure.
- 16.6. On the termination of the Agreement, Client will pay Aalto for all work done before termination and reimburse Aalto for all costs and expenses incurred before termination.



