

Urban Tech Incubator Agreement

1 PARTIES

- (1) Aalto University Foundation sr, operating as Aalto University, represented by Aalto Start-Up Center, Business ID 2228357-4 (hereinafter "**Aalto**")
- (2) City of Helsinki, Business ID 0201256-6, (hereinafter "**Helsinki**")

Hereinafter together referred to as the "**Parties**" and independently as a "**Party**".

2 SCOPE AND PURPOSE OF AGREEMENT

2.1 In this Urban Tech Incubator Agreement (hereinafter "**Agreement**") the Parties agree on the terms and conditions applicable to their collaboration in organizing and running the Urban Tech Incubator Program (hereinafter "**Program**") as described in the Action Plan annexed to this Agreement as Appendix 1 (hereinafter "**Action Plan**").

2.2 The Program will be organized during 1.3.2021-31.10.2025. The purpose of the Parties is to collaborate with other local business incubators in organizing the activities and services for the companies selected to participate in the Program, mainly with the University of Helsinki and Metropolia University of Applied Sciences. Helsinki and/or Aalto will conclude separate agreements with the local collaborators based on this Agreement.

3 STEERING GROUP

3.1 The Urban Tech Incubator shall have a steering group, consisting of 3 representatives of each Party. Each representative has one vote. A representative can send a proxy to a meeting. Experts may be invited to participate in meetings, without the right to vote. A representative of Helsinki will be the chair of the steering group. The steering group will convene when needed, at least once a year. The chair will draft the minutes of the meetings and circulate them to other representatives within 15 days from the meeting. The minutes are deemed approved unless a representative sends the chair a request for changes within 15 days from receiving the minutes.

3.2 The steering group will make decisions by simple majority of the votes cast. In case of a tie, the chair has the deciding vote. The steering group may decide on the following issues:

- a) determine the selection criteria for the participating companies;

- b) changes to the Action Plan and to the budget;
- c) determine the contents of the annual report;
- d) acceptance of the annual reports and costs.

3.3 A Party's consent is required for any amendments to its budget, tasks, liabilities, or obligations. The Parties shall approve other meeting and decision-making practices in the first meeting of the steering group.

4 FUNDING AND PAYMENTS

4.1 The budget and funding shares of the Parties are described in detail in the Action Plan. The budget may be changed by mutual written consent of the Parties. At the moment of signing this Agreement the total budget of Aalto is set at 2.380.000 €, from which Helsinki's funding share is 60 % equaling to 1.428.000 €. Aalto's funding share is 40 %.

At the moment of signing the budget for Helsinki is as follows:

- Share of Aalto's costs
 - Aalto salary costs, 3,5 FTE`s (details described in the Action Plan, including e.g. coordination and communication of the Program, linking activities on several campuses with partnering universities, business advisor service to startups in the Program)
 - access to Aalto EIT KIC services
 - Access to Aalto's network of relevant Urban Tech experts, science communities and international functions
 - Creating pilot projects with city platform/partners/testbeds
 - Supporting the activities of Helsinki below
- Helsinki's own costs and responsibilities:
 - Communication and marketing activities
 - Salary Costs 0,5 FTE`s 164 937 Eur/5Y
 - Brand and marketing plan 18 000 Eur/5Y
 - Co-working space in Maria 01 for operational team
 - Agreement with KIRA-InnoHub ry 214 000 Eur/5Y
 - Professional Event Production 250 000 Eur/5Y

4.2. Helsinki will pay to Aalto its share of Aalto's costs after Aalto has provided the annual report of the accrued costs and the functioning of the Program, as accepted by the steering group. The reporting and payment will be done on yearly basis (in November).

5 SELECTION OF COMPANIES

5.1 Aalto will select the companies to the Program based on the selection criteria determined by the steering group. Selection of the companies may be subject to restrictions arising from state aid legislation, such as *de minimis* rules. Aalto will handle the application and selection process within Aalto's CRM system. The Parties will be responsible for following the state aid legislation.

5.2 Aalto will sign incubator agreements with the selected companies. Aalto will not charge fees or require or take equity from the selected companies as compensation for the Urban Tech services depicted in the Action Plan.

5.3 In case a selected company wishes to rent or use the office spaces of Aalto or Helsinki, a separate agreement detailing the terms and fees will be signed between such company and Aalto or Helsinki.

6 RESPONSIBILITIES OF THE PARTIES

6.1 The Parties undertake to cooperate, perform and fulfil all of their obligations described in this Agreement and in the Action Plan.

6.2 The Parties may subcontract some of their work. A Party is responsible for the work of its subcontractors as it is for its own work.

6.3 The Parties may use the name and trademarks of the other Party for communication purposes, based on a jointly agreed communication plan.

7 CONFIDENTIALITY AND DATA PROTECTION

7.1 Both Parties are obliged to comply with the Act on the Openness of Government Activities (julkisuuslaki 621/1999) and the Data Protection Act (tietosuojalaki 1050/2018). The Parties shall keep confidential any and all information, which is deemed confidential by law or clearly marked or otherwise identified as "confidential" by the disclosing Party at the time of disclosure. For clarity, all business secrets of the companies applying for or participating in the Program will be kept confidential. The confidentiality obligation shall remain in force for 5 years after the termination of this Agreement, unless otherwise required by law.

7.2 The confidentiality obligation shall not apply to information, which:

- a) is available to public at the time of the disclosure or later becomes available to public otherwise than by breach of this Agreement; or
- b) was in the possession of the receiving Party prior to its disclosure without restriction on its disclosure or use; or
- c) is rightfully received from a third party without restriction on its disclosure or use; or
- d) is released for disclosure by prior written consent of the disclosing Party; or

- e) is independently conceived or developed by the receiving Party; or
- f) has to be disclosed in order to comply with applicable laws or any ruling of governmental or regulatory authority or court.

7.3 The Parties will process personal data in accordance with the Data Protection Act. For clarity, each Party is considered a data controller and therefore independently liable and responsible for complying with all the requirements and obligations set for data controllers, such as informing the data subjects of processing their data.

8 REPORTING

8.1 Aalto shall draft a report on the activities and impact of the Program based on the impact indicators described in the Action Plan by August 31 each year.

9 VALIDITY AND TERMINATION OF AGREEMENT

9.1 This Agreement shall enter into force upon its signature by the Parties with retroactive effect from 1.1.2021.

9.2 This Agreement shall remain in force until 31.12.2025. Provisions that due to their nature are intended to continue in force beyond the termination of this Agreement shall remain in force despite termination.

9.3 Helsinki has the right to terminate this Agreement in case the Innovation Fund ceases to grant funding for the Urban Tech Incubator. In case of such termination, Helsinki shall make payments to Aalto in accordance with the agreed grounds for charges for the part of the work performed up to the date of termination or, in the event that the Parties agree on the performance of work subsequent to the date of termination, up to the time of cessation of work.

10 ASSIGNMENT OF AGREEMENT OR A PORTION THEREOF

10.1 No Party shall, without the prior written consent of the other Party, assign or transfer the Agreement in whole or in part to a third party.

11 LIABILITY

11.1 The Parties shall perform their part of the work and other duties with due care. The Parties make no warranties concerning the functionality or impact of the Urban Tech Incubator.

11.2 The Parties are liable towards each other for direct damages or loss caused by a breach of this Agreement. The Parties shall not be liable for indirect or consequential damages or losses towards each other, except for damages arising from the breach of the confidentiality obligations of this Agreement. The aggregate liability of a Party under this Agreement shall be limited to the amount paid by Helsinki to Aalto under section 4.1. Limitations of liability shall not apply to damages caused wilfully or due to gross negligence.

11.3 A Party is not liable for any delay or non-performance of its obligations due to force majeure. Any event which prevents or renders the performance of the work unreasonably difficult within the time specified shall be considered force majeure. Such events include, but are not limited to, war, insurrection, natural disaster, pandemics, epidemics, widespread infectious diseases, travelling restrictions or other restrictions issued by an authority, interruption in the general energy supply, fire, strike, embargo, the termination of employment, serious illness or accident of a person who is essential for the execution of the work, or other equally significant and uncommon reason beyond a Party's control. A delay on the part of a subcontractor for the above reason shall also be deemed to constitute force majeure.

11.4 Each Party shall be solely responsible for any damages or loss caused to third parties.

11.5 A Party is entitled to postpone its performance or terminate this Agreement if an event of force majeure results in delay. The Agreement may be terminated only if the delay is essential.

12 ENTIRE AGREEMENT

12.1 This Agreement and its Appendix constitute the entire agreement between the Parties relating to the subject matter. In case of discrepancies between the text of this Agreement and its Appendices, the former shall prevail.

12.2 Amendments and changes to this Agreement shall be valid only if made in writing and signed by authorised representatives of both Parties.

13 SETTLEMENT OF DISPUTES AND APPLICABLE LAW

13.1 The Parties agree to use reasonable endeavours to amicably settle any disputes arising under this Agreement.

13.2 Failing to reach an amicable settlement, the Parties shall submit the dispute to the District Court of Helsinki.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent court.

13.3 This Agreement shall be construed and governed by the laws of Finland.

14 INVALIDITY OF TERMS

14.1 If one or more of the provisions of this Agreement are found to be invalid, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. The Parties shall replace the invalid provision by a new provision that meets the intention of the Parties when signing this Agreement.

APPENDIX 1 Action Plan

SIGNATURES

The Parties have duly executed this Agreement by the signatures of their authorised representatives. This Agreement may be transmitted by electronic means as a pdf copy, in which case each electronic copy will be effective as if an original.

Aalto University Foundation sr

City of Helsinki

SIGNATURE

Janne Laine, Vice President for Innovation

NAME AND TITLE

DATE

SIGNATURE

Sami Sarvilinna, City Manager

NAME AND TITLE

DATE