

1. Contracting parties

City of Helsinki/ Economic-Development
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Post address:

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(hereafter also "Incubator")

The Client and the Entrepreneur

Company or Team:

Business code (if any):

Address:

Entrepreneur:

Telephone:

E-mail:

(hereafter Client)

2. Purpose of agreement

Upon signing this agreement, the Client is accepted as one of the incubator companies of the Health Incubator Helsinki Program (hereafter Program).

The Program consists of the Incubator providing training and advisory services to the clients to support the clients growth. The Incubator will provide tailor made support to the clients where it sees feasible and justified, taking into consideration each clients status and stage of development

During the agreement's period of validity, the Client shall be entitled to the rights detailed in this agreement and shall commit to adhering to the responsibilities determined in the agreement. The incubation program is free of charge for the companies. The clients will pay for office space. For the office space a contract between the Client and The University of Helsinki will be done.

3. Agreement's period of validity

Client shall participate in the Program on the terms set out in this agreement. Incubator shall advise Client of the start date for the Program. Length of Program participation shall be determined by Incubator but in any case shall not exceed three (3) years.

This agreement shall enter into force when both parties have signed it. This agreement shall remain in force until the Client's participation in the Program ends or until the agreement is terminated according to chapter 7 of this agreement.

4. Client's rights

The Client is granted the status as a member of the Health Incubator Helsinki Program.

The Entrepreneur may use the Incubator's, business advisory, and training services (advisory and training sessions in different areas such as IPR, funding, Go-to-market etc.)

The client has the right to use Terkko health Hub premises as agreed in the separately signed Premises rental contract between the client and University of Helsinki.

5. Client's responsibilities

Furthermore, the Client is obligated to submit a list of shareholders, previous year's income statement and balance sheet as well as other information vital to the development of the business, if Incubator's Business Advisors so request.

The Client shall provide Incubator with a list of its employees or team members and their contact information. The Client is obligated to keep Incubator up-to-date of any changes in its contact information and team members.

Incubator shall meet with Client on a monthly basis to review Client's progress against its incubation plan, set goals and next steps, and connect with additional resources. These meetings are referred to as Monthly Goal Planning Meetings. Client shall participate in Monthly Goal Planning Meetings.

Client shall make best efforts to participate in any additional activities recommended by Incubator staff and Business Advisors, including, for example, workshops, founders' talks and demo days.

As part of the Health Incubator Helsinki Program, the client shall sign and comply with the terms in the: 1) The University of Helsinki Premises Rental Contract (office) or Community Membership Contract (work station on 1st floor), 2) Terkko Health Hub Community Code of Conduct and 3) Terkko Health Hub Key Access form.

6. Confidentiality

The Client as well as its possible employees and partners shall not disclose to third parties or take advantage of any information of and concerning Incubator's other Clients/Entrepreneurs, if they should come into possession of such information.

Both parties shall undertake to keep secret any confidential material and information they receive from each other which under law must be kept secret, and to undertake not to use it for purposes other than in accordance with this agreement. Each party is responsible for its employees, consultants and other partners adhering to this provision.

From time to time, Incubator's Business Advisors share assumed public information to third parties about Client in good faith in order to help Client's interests. Therefore the Client must explicitly mark all confidential information. The Incubator may assume any information not marked as confidential to be public information.

The obligations stipulated in this chapter continue after the period of validity of this agreement ends.

7. Termination of the agreement

The agreement can be terminated by mutual agreement at any time during its period of validity with one month's notice.

Incubator is entitled to terminate the agreement, if it sees that the Client does not follow this agreement or that the Client conducts activities that are harmful to Incubator, its interest groups or other client businesses.

The agreement can be terminated when the Client graduates from the Program, as decided by Incubator.

The agreement can be terminated when the Client fails to progress in the Program, as decided by Incubator.

8. Intellectual property rights

Neither party transfers any intellectual property rights to the other party. All material parties transfer to one another before or after the signing of this agreement shall remain the property of the transferor.

9. Damages

Both parties shall have the right to receive damages for direct losses arising from the other contracting party's breach of contract. This limitation of liability will not apply if the other contracting party has caused the damage wilfully or through gross negligence or violated the confidentiality obligations. In such a case, the injured contracting party has the right to compensation for indirect losses as well.

The Incubator shall not be held liable for the results of the Client's operations.

The Client shall be held liable for any damages caused to third parties through the actions or omissions of the Client.

10. Amending the agreement

This agreement may only be amended through an amendment agreement signed by both parties.

11. Transfer of the agreement

The Client shall not have the right to transfer this agreement to a third party. The Incubator shall have the right to transfer this agreement to a third party to which the Incubator's tasks are transferred in full or in part.

12. Disputes

Possible disputes related to this agreement shall primarily be resolved through negotiations in good faith. Should a resolution not be found through negotiations, the disputes shall be settled by the Helsinki District Court.

This agreement shall be governed by the laws of Finland, excluding its choice-of-law provisions.

This agreement has been drawn up in two (2) identical copies, one for each contracting party.

Helsinki, dd.mm.yyyy

Tommo Koivusalo
City of Helsinki

Company