



31/10/2016

No. 2/2016_STARTUPEXCHANGE

Agreement for Startup Exchange Programme

初创企业交换项目协议

1. Contracting Parties

1. 缔约方

(1) City of Helsinki (hereinafter referred to as the City or NewCo Helsinki interchangeably)

City of Helsinki Executive Office / Economic Development Division
NewCo Helsinki
PO Box 4500
00099 CITY OF HELSINKI
Business ID: 0201256-6

(1) 赫尔辛基市政府（以下简称为“赫尔辛基市”或“NewCo Helsinki”）
赫尔辛基市政府行政办公室 / 经济发展部

NewCo Helsinki
PO Box 4500
00099 赫尔辛基市
企业注册号：0201256-6

(2) TusHoldings Co.,Ltd (hereinafter referred to as TusHoldings)
14-17/F, Block A, Tsinghua University Science Park Innovation Plaza
Beijing
Business ID: 91110108722611575Q

(2) 启迪控股股份有限公司(以下简称为“TusHoldings”)
地址：清华科技园创新大厦 A 座 14-17 层
企业注册号：91110108722611575Q

2. Contact persons

2. 联系人

(1) The City:

Søren Rasmussen
Project Manager
Telephone: +358 40 751 8620
E-mail: soren.rasmussen@hel.fi

(1) 赫尔辛基市:



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Søren Rasmussen

项目经理

电话: +358 40 751 8620

邮箱: soren.rasmussen@hel.fi

(2) Tus-Holdings:

Sophia Shang

Foreign Affairs Manager

Telephone: +86 18701404173

E-mail: shangwei@tusholdings.com

(2) Tus-Holdings:

尚薇

国际事务经理

电话: +86 18701404173

邮箱: shangwei@tusholdings.com

(3) The contact person shall be responsible for monitoring and overseeing the realisation of the Contract and for informing the contracting parties of any matters related to the realisation of the Contract. The contact person does not have the right to alter the Contract.

(3) 联系人将负责监督协议的履行，并通知缔约方有关协议履行的各项事宜。联系人无权对协议进行变更。

(4) In the event that a Contracting Party needs to change their contact person, they must immediately inform the other Contracting Party in writing of the change.

(4) 如果缔约一方需要更换联系人，则必须立刻以书面形式通知另一方。

3. Background to the Contract

3. 协议背景

(1) In order to consolidate the 10 years of sister-city relationships between the City of Helsinki and the City of Beijing, City of Helsinki Enterprise Service Center – NewCo Helsinki and Tus-Holdings have decided to establish a Startup Exchange Programme (hereinafter referred to as the Programme).



- (1) 为巩固赫尔辛基市与北京市 10 年友好城市的合作关系，赫尔辛基市政府企业服务中心 - NewCo Helsinki 与 Tus-Holdings 决定建立初创企业国际交换项目（以下简称为“该项目”）。
- (2) The aim is to provide a platform for Chinese startups to enter European markets, and for Helsinki based startups to enter the Chinese market; and
(2) 该项目的目的是为中国的初创企业提供一个通向欧洲市场的平台，同时为设立在赫尔辛基的初创企业提供一个通向中国市场的平台；
- (3) To utilize the resources, startup-, and enterprise- service experiences, as determined in section 5 of this contract, of the contracting parties to help each other exchange startups to explore and study the local markets, and pilot their business ventures internationally.
(3) 正如本协议第 5 条所述，该项目的目的是通过利用缔约方的资源、有关初创企业以及企业服务的经验，帮助双方的交换企业更好地探索与了解当地市场，并在国际范围上开展试点商业项目。

4. Object and purpose of the Contract

4. 协议目标及宗旨

- (1) With this contract it is agreed that the commitments of the Programme, as stipulated in section 5 of this contract, between the City and TusHoldings shall be adhered to.
(1) 根据本协议规定，赫尔辛基市和 TusHoldings 双方同意履行协议第 5 条涉及到该项目的各项承诺。
- (2) The purpose of the Contract is to facilitate the realisation of the Programme and the success of the startup exchange visits.
(2) 本协议的目标是推进该项目的落实，使初创企业的交换访问取得成功。

5. Programme

5. 项目

- (1) The language of the exchange programme is English, and services will be provided in English.
(1) 该交换项目的语言为英语，服务也将以英语提供。



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- (2) Participating startups in the Programme going to exchange in Tuspark are selected by NewCo Helsinki and approved by TusHoldings.
- Participating startups going to exchange in Tuspark have the option to be placed at Tus sub-branches, including Tus Najing, Tus Shenzhen, Tus Shanghai, Tus TGN.
 - The placement must be known and approved by NewCo Helsinki and the startup before going to Exchange.
 - The Tuspark Global Network sub-branch makes a separate agreement with the startup going on Exchange to the location.
- (2) 即将进驻 Tuspark 参与交换项目的初创企业将由 NewCo Helsinki 进行甄选，并由 TusHoldings 批准通过。
- 参与交换的项目可以在启迪旗下的分园区落地，包括启迪南京，启迪深圳，启迪上海，启迪 TGN。
 - 所落地的地点需经过赫尔辛基 NewCo 和创业企业同意
 - 参与本次项目交换的启迪分支机构再另行与创业企业签署独立的协议。
- (3) Participating startups in the Programme going to exchange in NewCo Helsinki are selected by Tus-Holdings and approved by NewCo Helsinki.
- (3) 即将进驻 NewCo Helsinki 参与交换项目的初创企业将由 TusHoldings 进行甄选，并由 NewCo Helsinki 批准通过。
- (4) The contracting parties can each send 1 startup, with maximum 3 people, per year for exchange, unless otherwise explicitly agreed in written addendum between the contact persons to this contract.
- (4) 除非双方联系人达成一致并另外附有书面协议作为附注，缔约方双方每年可各选送 1 家初创企业（不超过 3 人）参与交换项目。
- (5) The Contracting Parties are both responsible for their own costs that incur while fulfilling the obligations of this contract. Apart from section 6, neither Contracting Party is required to make any payments to the other under this contract.
- (5) 缔约方分别承担各自在履行协议义务中的费用。除了本协议第 6 条，缔约方双方均不需要为对方支付任何款项。
- (6) As part of the Programme, the City provides the following for participating startups from TusHoldings, for the duration of the 2 month exchange:
- (6) 作为该项目的参与者，赫尔辛基市将为 Tus-Holdings 推荐参与交换项目的初创企业提供以下为期 2 个月的支持：



- a. Two months free access to NewCo Helsinki shared co-working space and facilities.

两个月免费使用 NewCo Helsinki 的办公场地和设施。

- b. 1-to-1 coaching by NewCo Helsinki business coaches, and where relevant and available by external partners.

由 NewCo Helsinki 及其相关合作伙伴的商业导师提供的一对一商务培训。

- c. 6 hours per week of meeting room usage.

会议室每周可以使用 6 小时。

- d. Possibility to book NewCo Helsinki premises, dependent on availability, for the startup's own events, such as press conferences, product launches, etc.

根据具体场地时间安排，有机会免费预定 NewCo Helsinki 活动场地，用于初创企业自己的活动，比如新闻发布会或产品推荐等。

- e. Internet connection.

网络连接。

- f. In-house printing.

公司内部的打印服务。

- g. Mail forwarding (up to 20g) and mail reception services.

邮件转发（高达 20G）和邮件接收服务。

- h. Access to NewCo Helsinki premises from Monday to Friday from 7.45 to 21.30.

周一至周五早 7 点 45 分到晚 21 点 30 分可自由进出 NewCo Helsinki 。

- i. Access to events organized by NewCo Helsinki and NewCo Helsinki Accelerator.

可参加由 NewCo Helsinki 和 NewCo Helsinki 加速器举办的各项活动。

- j. Introductions to potential relevant ecosystem business partners.

介绍生态系统潜在的相关商业合作伙伴。

- k. Introductions to Helsinki's startup scene through events, newsletters, gather-ings, and Social Media channels.



通过各项活动、简报、聚会以及社交媒体宣创，深入了解赫尔辛基的初创企业界。

l. Visibility on NewCo Helsinki website and other online channels.

通过 NewCo Helsinki 网站以及其他在线渠道，提高企业能见度。

m. Assistance in registering their company in Helsinki

提供在赫尔辛基注册公司的支持服务。

n. Access to the Boardio platform (www.boardio.fi) for finding relevant advisors and possible board members in Finland and Europe.

通过 Boardio 平台 (www.boardio.fi)，找到来自芬兰和欧洲的最佳人选担任相关顾问甚至董事会成员。

o. Assistance finding suitable accommodation

协助找到合适的住所

p. Business visa application assistance

协助申请商务签证

q. Assistance setting up a business bank account (if needed)

协助开设商业银行账户（如有需求）

r. Assistance finding an accountant (if needed)

协助找到会计公司（如有需求）

s. Access to NewCo Helsinki network of more than 70 service providers and consultants.

可以利用拥有超过 70 家服务供应商和顾问的 NewCo Helsinki 关系网。

t. Assistance finding a board member with permanent residence in Finland or another European country (if needed).

协助找到具体芬兰或其他欧盟国家永久居住权的董事会成员（如有需求）。

(7) As part of the Programme, TusHoldings provide the following for participating startups from the City of Helsinki, for the duration of the 2 month exchange:

(7) 作为该项目的参与者，TusHoldings 将为赫尔辛基市推荐参与交换项目的初创企业提供以下为期 2 个月的支持：



- a. Two months free access to Tuspark office space and facilities at a Tus sub-branch as decide in accordance with section 5(2).

创业企业根据条款 5（2）条款，两个月免费使用 TusHoldings 的办公场地和设施。

- b. 1-to-1 business coaching in English

一对一的英语商务培训

- c. Internet connection and in-house printing

网络连接和公司内部的打印服务。

- d. Assistance for NewCo Helsinki startups to get into the local startup ecosystem fast and efficiently

帮助 NewCo Helsinki 初创企业更快速、更有效地融入当地初创企业生态系统。

- e. Introductions to relevant supplier, customer and other business partners.

为初创企业介绍相关供应商、客户以及其他商业合作伙伴。

- f. Promotion through website (www.tusholdings.com), as well as under the hosting sub-branch's website.

通过网站（www.tusholdings.com）及旗下网站进行企业推广。

- g. Assistance finding suitable accommodation

协助找到合适的住所

- h. Visa application assistance

协助签证申请

- i. Assistance with establishing a local bank account (if needed)

协助开设商业银行账户（如有需求）

- j. Assistance with finding a local accountant (if needed)

协助找到会计公司（如有需求）

- (8) The Contracting parties shall report on the progress of the Programme annually in December as part of the Programme review process (see section 11(1)a). The Contracting Parties shall monitor the realisation of the Programme, and if necessary change or update it jointly by agreement



(8) 缔约方须在每年 12 月汇报项目进度，作为项目审核过程的一部分（详见 11(1)a）。缔约方须监督项目的落实，如有需要，则须协商达成一致共同更改或更新该项目内容。

6. Damages

6. 损失

- (1) A Contracting Party has the right to damages for direct damage caused by the other Contracting Party's breach of contract.
缔约一方可以就缔约另一方违约所造成的直接损害进行索赔。
- (2) The Contracting Parties are not responsible for indirect damages. This limitation does not apply if the other Contracting Party has caused the damage intentionally or by gross negligence. In such instances, the Contracting Party suffering the damage has the right to compensation for indirect damage too.
缔约方双方均不对间接损害负责。如果是由缔约一方故意或重大过失造成的损害，此限制条款不适用。在此情况下，受害的缔约一方亦有权获得间接损害的赔偿。
- (3) The Contracting Parties are not responsible for damages caused by the participating startups.
对于参与项目的初创企业所造成的损害，缔约方双方均不承担负责。
- (4) It is the prerogative of the Contracting Parties, as they see fit, to make separate agreements with the participating startups to ensure coverage of damages caused by the participating startups.
如果缔约方认为合适，亦有权与相关初创企业另外签订协议，将初创企业所造成的损害做出相关补偿规定。

7. Force majeure

7. 不可抗力

- (1) If adherence to a contractual term is prevented or delayed by a force majeure situation, the Contracting Party is released from adherence to the contractual term for the duration of the occurrence.
- (1) 如果协议的相关条款的执行由于不可抗力情况被阻止或延迟，缔约一方在此期间将被免除执行该条款的责任。



- (2) A force majeure is regarded as an event that prevents fulfilment of the Contract, occurs after the Contract has been signed, and is unusual and impacts upon the Contract. The Contracting Parties must not have had reason to take the event into consideration when making the contract, it must be independent of the Parties, and it must be impossible to eliminate its preventive impact without incurring unreasonable additional costs or an unreasonable loss of time. Such events include war, uprising, civil unrest, expropriation or seizure for the public need, import or export bans, natural disaster, interruption to public transport or energy supply, strike or other industrial dispute, fire or another similarly significant and unusual cause independent of the Contracting Parties.
- (2) 不可抗力事项是指阻止协议履行、发生在协议签字生效后、不常见的且对协议有直接影响的事项。缔约方双方在签订协议时无法合理地预测到该事项，且该事项独立于缔约方双方，同时在产生合理的额外成本或时间损失的情况下也无法预防其影响。这些事项包括战争、暴动、内乱、因公共需要进行征用或没收、进口或出口禁令、自然灾害、公共交通或能源供应的中断、罢工或其它劳资纠纷、火灾或其他有类似显著且不常见的事项，独立于缔约方双方。
- (3) The other Contracting Party must be informed of the force majeure situation and its cessation immediately.
- (3) 缔约一方必须立刻向缔约另一方通报不可抗力事项的发生和终止。

8. Transfer of the Contract

8. 协议转让

- (1) Neither Contracting Party is entitled to transfer this contract to a third party without the written consent of the other Contracting Party.
- (1) 缔约方的任意一方在未经对方书面同意前，均无权将此协议转让给第三方。

9. Changing the Contract

9. 协议变更

- (1) The Contract may only be changed with the signatures of the Contracting Parties.
- (1) 须缔约方双方签字同意，才可对本协议进行变更。



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10. Settlement of disputes and applicable law

10. 争议解决及适用法律

- (1) Matters relating to the Contract should primarily be resolved through negotiations between the parties. If the dispute cannot be resolved through negotiations, the dispute shall be submitted to be resolved at Helsinki district court in the first instance.

本协议的相关事宜及争议应先由缔约方双方进行协商。若无法通过协商解决争议，则将其递交给赫尔辛基地区法庭做初审处理。

- (2) Finnish law shall apply to the Contract. Provisions of Finnish law pertaining to choice of law shall not, however, apply to the Contract.

本协议适用芬兰法律。然而，芬兰法律的可选择适用性的条款对于本协议不适用。

11. Validity of the Contract

11. 协议效力

- (1) The Contract comes into force when signed by both parties and it shall remain valid until 31 December 2017.

本协议在双方签署后立即生效，有效期截至 2017 年 12 月 31 日。

- a. On the first day of December of each year under this contract, and possible addendums, the Programme must be reviewed by the contracting parties.

根据本协议及可能添加的附录规定，缔约方双方每年 12 月 1 日必须对该项目进行审核。

- b. A decision to extend or terminate the contract is made by the third week of December in the same year.

关于延长或终止本协议的决定须在当年 12 月的第三周前做出。

- c. The contract term can be extended for 1 year at a time by explicit written addendum to this contract signed by the contracting parties.

本协议有效期每次可延长一年，缔约方必须就此事宜添加附录并签署才能生效。



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12. Copies of the Contract

协议副本

(1) This Contract has been drawn up in two (2) identical copies, one for each Contracting Party.

该协议有一式两(2)份，分别交予缔约方双方保管。

Signatures

签名

City of Helsinki

赫尔辛基市

Tus-Holdings

启迪控股股份有限公司

Marja-Leena Rinkineva

Director for Economic Development

经济发展部主任

Wei Shang

Internation Affairs Manager

国际事务经理