

**FRAMEWORK AGREEMENT**

Between

the University of Helsinki;

Aalto University;

the Joint Authority of the Helsinki and Uusimaa Hospital District (HUS);

and

the City of Helsinki

on the

Health Capital Helsinki (HCH) Initiative

December 2015

25.11.2015

**Framework agreement on the Health Capital Helsinki Initiative**

This Framework agreement has been entered into between the following Founding Core Members of the Health Capital Helsinki ("HCH") initiative:

1. **University of Helsinki**, P.O Box 33 (Yliopistonkatu 4),  
00014 University of Helsinki, hereinafter referred to as "UH"; and
2. **Aalto University Foundation**, Otakaari 1, 02150 Espoo,  
hereinafter referred to as "Aalto"); and
3. **Joint Authority of the Helsinki and Uusimaa Hospital District**,  
Stenbäckinkatu 9, P.O Box 100, 00029 HUS, hereinafter referred to as  
"HUS"; and
4. **City of Helsinki**, P.O 1 (Pohjoisesplanadi 11-13), 00099 City of Helsinki,  
hereinafter referred to as the "City".

The Members 1-4 may hereafter also be separately referred to as a "Party" or jointly as "Parties".

**1 Purpose and objective of Framework Agreement**

The purpose of this framework agreement is to document the agreed principles, terms and conditions and especially the objectives and the organizational model, under which the Parties shall jointly carry out the HCH Initiative consisting of several sub-projects and related projects (hereinafter the "**Initiative**").

The objective of the Initiative is to develop the research, innovation and business center of life science (health, food, and environment) and health technology within the Greater Helsinki Area, as well as to promote the Greater Helsinki Area as the best research and innovation center as well as the best business co-operation center in this field in Northern Europe.

The objectives are reached by strengthening utilization of new knowledge from research through enhanced collaborative innovations between members and with other stakeholders including companies tied to collaboration with the Meilahti, Otaniemi and Viikki campuses. Accordingly, the activities related to the Initiative are partly common and partly campus-specific. In Campus-specific activities especially needs of parties on that specific campus will be addressed. The campuses are equal.

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## **2 Framework of the Initiative**

### **2.1 General**

The Parties shall act as equal co-operative partners in the Initiative. The Parties may also appoint additional, internal or external, party to coordinate the Initiative.

### **2.2. Projects**

The Initiative shall consist of several subprojects, the details of which shall be separately agreed upon between the Parties, and potential additional Members to the Initiative, or to the subprojects on a case-by-case basis and attached as appendices to this framework agreement. In addition to subprojects, related projects may be described as an Appendix when useful. The appendices related to the subprojects (including but not limited to the descriptions and the budgets) under the Initiative shall be considered as binding agreements between those Parties and/or Members involved in the subproject in question.

Subproject appendices shall set out as necessary further terms and conditions, and any applicable funding decisions or -rules if any. In case of a discrepancy between this Framework Agreement and any of the appendices, the Framework Agreement shall apply. Appendices shall be added to this Framework Agreement pursuant to a decision of the Board of Directors. Each Party may require that an appendix for a subproject is also approved by it in accordance with its normal decision making procedures if it has an effect on that Party's rights, obligations and/or liabilities.

A subproject or related project may include third parties. In the event that such third party to a subproject does not become a member to the Initiative and a party to this Framework Agreement, an accession document shall be executed for that third party in relation to the relevant subproject, setting out the role of such third party, its rights and obligations, and relationship to the other Parties.

### **2.3. Members**

The parties agree that they may invite other members to join the Initiative by a unanimous written decision or by a decision of the Executive Council (3.1.) as applicable. New members will become Parties to this agreement and related appendices, as applicable, after the Board of Directors has approved an accession document signed by the new member.

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### 3 Organization of the Initiative

The Organization of the Initiative consists initially of the Executive Council (hereinafter also "EC"), the Board of Directors (hereinafter also "Board") and the Project Office.

#### 3.1 Executive Council

The Executive Council is the highest organizational body within the Initiative and is responsible for setting the strategic guidelines for the Initiative. The EC shall have the full authority to make any and all decisions in relation to the Initiative. The EC may delegate its powers to the Board with the exception of the resolutions on the largest scale matters and the appointment of the Board of Directors, which shall always be made by the EC.

The term of the EC is from the date of signature to December 31<sup>st</sup>, 2017. After that, the terms are for two years at a time. The EC shall consist of one representative from each Party. Each party appoints its representative, and each representative has one vote. Each party may nominate a deputy representative, who will participate only in the absence of the primary representative and will then be a fully-empowered representative. In a force majeure situation, a party may also send another person as the fully-empowered representative. In case of a specific need, a Party may replace its primary or deputy representative at any time. The EC elects the chairperson and the vice-chairperson from among its members.

The EC may have other non-voting members as agreed and appointed by the EC. The EC shall also be authorized to name new members to the Initiative as set forth above in Clause 2.3.

The EC meetings will be organized 1-2 times per year. Any party may convene an extra EC meeting at any time: suitable time will be found and the meeting organized promptly. The agenda points to be decided upon by the EC shall be transmitted and received two weeks before an EC meeting.

The EC shall make all the resolutions unanimously.

#### 3.2 Board of Directors

The Board shall be the primary decision-making body within the Initiative and responsible for steering the Initiative and making operative decisions for the Initiative, in accordance with the guidelines and strategy set by the EC and as agreed in this agreement.

The Board is appointed by the EC, which also determines the term of office as well as the chairperson and the vice-chairperson of the Board. Each Party shall be represented with one ordinary member and one deputy member. Subject to the decision of the EC the Board may include other voting or non-voting members. In

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case of a specific need, a Party may unilaterally change the member or deputy member representing it at any time.

The Board may unanimously invite external participants to the meetings as considered to benefit the goals of the Initiative.

The Board shall monitor, advise and direct the operative work, set the guidelines, and decide on the use of the resources and funds within the Initiative considering the agreements of the subprojects. The Board shall also set the guidelines for the communication in relation to the Initiative. The Board may make proposals on new Members (Parties) to the EC.

Each ordinary Board member shall have one vote (if not appointed as a non-voting member). Deputy members shall have the right to participate in all Board meetings as non-voting members. Deputy member shall have the right to vote in the absence of the Party's ordinary Board member representative. The Board shall endeavor to make all resolutions unanimously. If a unanimous resolution cannot be reached, any resolution shall be taken by the majority.

### 3.3. HCH Project Office

The HCH Project Office shall comprise of the personnel employed for initiating and executing the Initiative. The Project Office may be operated by an internal or external organization.

The Project Office shall coordinate the Initiative and the Parties' cooperation in relation to the Initiative, to plan and manage the day-to-day operations of the Initiative in accordance with this Framework Agreement and the guidelines set forth by the Board and to resolve on the use of the resources and funds in relation to the Initiative within the framework set forth by the Board and considering the agreements on the subprojects.

The Project Office shall provide the Board with all relevant information in relation to the Initiative in an active and prompt manner. The Office shall also inform beforehand of allocation decisions of significant budget items or seek approval thereto. Office personnel sufficiently visit each campus, for prompt carryout of common physical meetings.

HCH Project Office shall be appointed by the unanimous decision by the Parties or the EC, and the project plan with the funding decision of the subproject for starting and maintaining the Project Office 2015-2017 is attached as an appendix to this Framework agreement (appendices 1-2).

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#### 4 Funding

All Parties are expected to contribute to the general goal through their internal actions and resources.

The parties fund HCH activities. Funding for activities will be agreed by the parties on a case-by-case basis and will be specified separately as "subprojects" or "related projects" in the appendices attached now and to be attached later to this Framework Agreement.

The Parties of the Initiative shall take the Initiative and the provisions of this Framework Agreement into account in their own budgeting and decision-making and inform the Initiative of actions related to this Initiative.

#### 5 Confidentiality

Each Party hereby undertakes to the other Parties that it shall ensure that its employees, agents, advisors, staff and students shall

a. keep all Confidential information confidential. "Confidential information" shall mean any information disclosed in the Initiative, and if disclosed in writing, electronically or in any other tangible form is clearly marked as "Confidential" at the time of disclosure, and when disclosed visually or orally is identified as confidential at the time of disclosure by the disclosing Party and is confirmed as such in a written summary describing the same in reasonable detail and provided to the receiving Party within fifteen (15) days after such disclosure or information that is obviously of confidential nature.

Confidential information shall not include any information which:

- is publicly available at the time of disclosure or later becomes publicly available through no breach of this Agreement by the receiving Party;
- was known to the receiving Party prior to disclosure by the disclosing Party as proven by the receiving Party;
- is disclosed without confidentiality obligations to the receiving Party by a third party who did not obtain such confidential information, directly or indirectly, from the disclosing Party;
- was independently developed by the receiving Party as proven by the receiving Party; or
- is approved for disclosure by a prior written authorisation by the disclosing party.

This Framework Agreement shall not restrict the receiving Party from complying with a lawfully issued governmental order or legal requirement to produce or disclose Confidential Information, provided however, (i) that the receiving Party, to the extent allowed by law, promptly notifies the disclosing Party in order to enable the disclosing Party to oppose such an order or obtain a protective order and (ii) that the receiving Party cooperates fully with the disclosing Party in any such proceeding.

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b. not without the prior written consent of the relevant other Party disclose the Confidential Information, either in whole or in part, to any other person save those of its employees, agents, advisors, staff and students involved in the implementation or evaluation of the Initiative who have a need to know the same for the performance of their duties; and

c. to use the Confidential Information solely in connection with the carrying out of the Initiative and not otherwise for its own benefit or the benefit of any third party.

Each Party hereby undertakes to the other Party to make all relevant employees, agents, advisors, staff and students aware of the confidentiality of the Confidential Information and provisions of this clause and without prejudice to the generality of the foregoing to ensure compliance by such employees, staff, advisors, agents and students with the provisions of this Clause.

The confidentiality obligations of this Framework Agreement shall survive the termination of this Framework Agreement and shall continue in force for five (5) years from the disclosure of Confidential Information.

## **6 Term and Termination of the Agreement**

This Framework Agreement is in force from August 3<sup>rd</sup>, 2015. The Framework agreement shall initially be valid for 5 years and shall automatically terminate, unless extended by a mutual agreement between the Parties. The Initiative and this Framework Agreement may be terminated by a mutual written agreement between the Parties also prior to the end of the first term. All terms and conditions of this Agreement concerning confidentiality and any other terms, which by their nature are meant to remain valid also after the termination of the Agreement, shall remain valid independent of the termination of the framework agreement and the Initiative.

## **7 Other Matters**

### **7.1 Responsibilities**

Each Party undertakes to carry out the tasks and works assigned to it under the Agreement or the Appendices to it or otherwise with the highest academic standards using skillful and professional staff.

### **7.2 Assignment**

Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of all the other Parties. Notwithstanding the foregoing each Party may transfer its receivables under this Agreement to a third party.

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### 7.3 Modifications

No modification of the Agreement will be valid unless in writing and signed by duly authorized representative(s) of all Parties.

### 7.4. Liability

The Parties shall not be liable for indirect or consequential damages or losses caused in the execution of the Initiative towards the other Parties, with the exception of damages arising from the breach of the confidentiality obligations of this Framework Agreement. The aggregate liability for any damages or loss of a Party under the Framework Agreement shall be limited to fifty thousand euros (€50 000). Limitation of liability shall not apply to damages caused willfully or due to gross negligence.

### 7.5 Applicable Law

The Agreement and all matters arising out of or in connection with the Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland without reference to its choice of law rules.



25.11.2015

Place:

Time:

**AALTO UNIVERSITY FOUNDATION**

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Tuula Teeri  
President

25.11.2015

Place:

Time:

**CITY OF HELSINKI**

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Pekka Sauri

Deputy Mayor

25.11.2015

Place:

Time:

**JOINT AUTHORITY OF THE  
HELSINKI AND UUSIMAA  
HOSPITAL DISTRICT**

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Aki Lindén

Chief Executive Officer

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Janne Aaltonen

Chief Liaison Officer

25.11.2015

Place:

Time:

**UNIVERSITY OF HELSINKI**

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Jukka Kola

Rector

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Esa Hämäläinen

Director, Administration

25.11.2015

## Appendices

Appendix 1	Participation of Greater Helsinki Promotion Ltd.
Appendix 2	Subproject 1: "Health Capital Helsinki", City of Helsinki Innovation Fund
Appendix 3	Related project 2: "Health Capital Cluster & Data-Driven Healthcare Initiative", Teknologiateollisuuden 100-vuotissäätiö

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**Appendix 1.****Participation of Greater Helsinki Promotion Ltd in the HCH Initiative**

Upon the Effective Date the Parties have agreed to appoint Greater Helsinki Promotion Ltd. ("**GHP**") as operator of the Project Office of the Initiative for the time period of 2015-2017.

In connection to this, GHP is invited as a Member of the Initiative for 2015-2017 based on a grant it has received for the HCH project in collaboration with the Founding Core Members (Appendix 2). For the sake of clarity it is agreed that GHP's Membership will automatically terminate at the end of 2017 after which GHP shall no longer be a Member of the Initiative.

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**Appendix 2.****Subproject 1: "Health Capital Helsinki", City of Helsinki Innovation Fund**

Upon the Effective Date Greater Helsinki Promotion has been awarded a grant totaling € 1 104 532 for 2015-2017 funded by City of Helsinki Innovation Fund (€ 880 845), University of Helsinki (€ 130 000) and Aalto University (€ 100 000). The grant is awarded on a proposal "Health Capital Helsinki" below and includes € 869 930 for the Project Office; and € 235,600 for an accelerator in Mellahti as detailed on the following 15 pages (in Finnish) (The project Application and decision).

Upon signing this Agreement, the governance of this subproject will be organized according to the provisions in Chapters 1, 2 and 3 of this Framework Agreement, including the overall goals and governance.

As indicated in the application, the funding shares of the parties may change during the implementation of the project, expansion of the action list and inclusion of potential new partners. Upon the Effective Date HUS has committed to contribute € 100.000 to Subproject 1 during 2016-2017.

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**Appendix 3.****Related Project 2: "Health Capital Cluster & Data-Driven Healthcare Initiative ",  
Teknoliateollisuuden 100-vuotissäätiö**

Upon the Effective Date Aalto, UH, HUS, Helsinki Metropolia University of Applied Sciences ("Metropolia") and Finnish Health Technology Association ("FIHTA") have been awarded a grant "Health Capital Cluster & Data-Driven Healthcare Initiative" totaling € 350 000 by Teknoliateollisuuden 100-vuotissäätiö. The principal investigator is Professor Kimmo Kaski, Aalto University. The project will be administratively independent and is carried out as parts. One of them is the Health Capital Cluster Part, which report to Kimmo Kaski and this project's steering group like its other two parts.

**Projektin johtoryhmä:**

Aalto University: Kimmo Kaski, Markus Mäkelä, Juho Rousu, Risto Ilmoniemi

University of Helsinki: Tomi Mäkelä & Risto Renkonen

HUS: Ari Lindqvist

Metropolia: Tero Nurminen

FIHTA: Terhi Kajaste

Teknoliateollisuus: Laura Juvonen

**Alustava budjetti, Health Capital Cluster**

(koordinaatio Markus Mäkelä, Tomi Mäkelä)

- Health Capital alustan toimitilasta (HY) kohtaus- ja toiminnan esittely- ja suunnittelupaikkana: 50 000 €
- Yritysyhteistyön fasilitointikustannukset: 20 000 €
- Vetovastuutahojen (HY & Aalto) toimintakustannukset: 74 000 €,