

# General terms and conditions of the HIPPA project development activities

## 1. Application of the general terms and conditions of the development activities

These general terms and conditions of development activities shall be applied to the development activities of the Provider, as one of the sub-implementers of the HIPPA project.

The agreement on the implementation of development activities, between the Provider and its customer ("Company") is established and enters into force, with a binding effect, when the (i) Company has approved the development activities offer by the Provider, (ii) the parties have signed an agreement on testing or (iii) the parties have otherwise agreed on the implementation of development activities.

The contracting parties are the Provider, as specified and marked on the agreement, and the Company which has ordered the development activities from the Provider. Should more than one Provider be marked as Provider in the offer, the agreement does not lead to joint responsibility between the Providers. Each Provider shall only be held liable for its own activities.

## 2. Definitions

**Immaterial Rights** mean all immaterial law protection modes including, i.a. patents, utility models, trademarks, protected designs, intellectual property rights, rights to topographies of integrated circuits and applications thereof.

**User** means a natural person not belonging to the Provider's staff, who participates as a person recruited by the Provider to the testing, as defined in the Development Plan.

**Confidential Data** means all data released or obtained during the development activities in written, oral, electronic or other form; scientific material, trade secrets, inventions or other data regardless of whether it is protected or may be protected by immaterial rights.

**Background Material** means data created outside the development activities as defined in the Development Plan, methods, solution models, machines, equipment, software, substances or other similar data or parts thereof, regardless of whether they are protected or may be protected by immaterial rights.

**Development Location** means the premises of the Provider or other location as specified in the Development Plan. The Development Plan means a plan annexed to the contract, which defines the content of the development plan, the Product to be developed and the essential rights and obligations of the Contracting Parties.

**Results Data** means the results, data, methods, solution models, machines, equipment, software, substances or other similar data or parts thereof, regardless of whether they are protected or may be protected by immaterial rights.

**Product** means a product, device, software, prototype or other material and/or service product to be tested, which is specified in the Development Plan.

**Provider** means a legal person of the 6Aika HIPPA Well-Being and Better Service Housing through Digitalisation project who has been marked as Provider in the offer or in the agreement.

**Provider's working arrangements or similar reasons** mean changes in the Development Location staffing regardless of the reason for change. Such reasons may include the expiry or termination of the employment or public-service employment relationship of a person participating in the development activities, or other changes in such person's job description. In particular, changes in the priorities of the Provider's own activities may have an impact on changes in the Provider's working arrangements or similar reasons.

### 3. General obligations of the Provider

The Provider implements the development activities according to the agreement. The Provider has the right to change the implementers or persons in charge if the Provider's working arrangements or similar reasons so require.

Development activities schedules are estimates, and the Company has no right to compensation due to possible delays. The Provider has, on the basis of the Provider's working arrangements or similar reasons, the right to unilaterally change the schedule when necessary, without notifying this to the Company.

The Provider shall not be held liable for the Users' action.

### 4. General obligations of the Company

The Company shall be held liable for executing the tasks under its responsibility according to the agreement and with duty of care. The Company gives the Provider true and fair information for the purposes of the development activities, according to the agreement. The Company shall be held liable for the information and instructions it has given and their accuracy.

The Company delivers, at its own cost to the Provider, all the Background Material, Products, information and other material needed in the development activities. Background Material, Products, information and other material are defined in more detail in the Development Plan.

The Company shall be held liable, at its own cost for the installation, service and maintenance of the Products and other material needed in the development activities throughout the entire period of these activities. The Contracting Parties shall have a separate agreement for the installations location and installation, service and maintenance schedule of the Products and other material.

The Company shall be held liable for ensuring that the Products and other material to be developed are safe and comply with the laws, regulations and administrative provisions in force in Finland. The Company shall also be held liable, at its own cost, that the Products to be developed are, if applicable, duly CE-marked and that the necessary administrative notifications on the development of the Products to be developed have been made, and the necessary permits and the possible permission from the ethical committee have been obtained. The Company shall be held liable, at its own cost, for arranging an introductory and in-use training of the Product to be developed, throughout the period of the development activities in such a way that the Provider and its staff and the Users can safely develop and use the Product to be developed in the Development Location.

The Company shall be held liable, at its own cost, for drafting the instructions of use of the Product and for providing specialist advice on the Product and its use throughout the period of the development activities. The

Company shall also be held liable, at its own cost, for the maintenance of the server, possibly required by the Product to be developed, excluding the products and services in the Provider's own network environment.

## 5. Control and reporting of development activities

Control and reporting of development activities have been defined in the Development Plan.

## 6. Documentation of testing

Documenting requirements related to development activities have been defined in the Development Plan.

## 7. Terms of payment

The Provider invoices the Company for testing, according to the payment instalments schedule agreed upon in the agreement. Payment term is 30 days from the date of the invoice. The default rate is determined according to the Interest Rate Act (633/1982). In addition, reasonable collection costs may be invoiced.

The prices exclude the value added tax, unless otherwise stated in the agreement. The Company pays the value added tax, which is added to the invoice, according to the VAT legislation. Should the amount of the VAT change, through changes in regulation or taxation practice, the amounts to be invoiced shall change accordingly.

The development activities may also be executed with the EU support complying with the 'de minimis' rules. In this case, they are free of charge to the Company but under control.

## 8. Immaterial rights

### 8.1 Rights of ownership and use of the Background Material; infringements of Immaterial rights

The agreement does not forward the Right of ownership to the Background Material or Immaterial Rights thereof, of the contracting party or a third party.

The Company assures that it has the right to release Background Material and other information specified in the Development Plan, and Products and material for testing purposes.

The Provider has the right to use the Company's Background Material and Products for the implementation of development activities. The Provider has the right to sublicense and/or forward the Company's Background Material and Products to the Users provided that the Users participate in the development activities.

The Company shall be held liable for assuring that the Background Material and other information specified in the Development Plan, Products and material delivered to the development activities do not infringe patent or other immaterial rights in force, nor other third party rights. The Company shall be held liable, at its own cost, for its own actions and also those of the Provider and Users, for any claims related to the rights above, responding to them, the required measures and possible judicial proceedings.

The Company's liability shall remain as agreed in this point 8 also after the development activities, even if the proprietary rights of the developed Product or other similar material had been transferred to the Provider as described in point 11.

## 8.2 Rights of ownership and use of the Results Data and retention of Results Data

In this agreement, the Results Data means result data produced in the co-creation and testing. The Company gains the ownership and control of the Results Data and may use it, as described in the Development Plan and generated by the Provider, and the Immaterial Rights thereof. Other Results Data generated by the Provider and the Immaterial Rights thereof, belong to the Provider. Rights of ownership and use of the Results Data, the release of which has been agreed upon in the agreement, are transferred to the Company when the instalments stated in the agreement have been entirely paid.

If the Results Data to be transferred to the Company includes inventions, the Company will pay the Provider the respective fees and other compensation required by the coercive legislation, according to the Provider's invention guidelines or other invention principles in force. Rights of Ownership and Immaterial Rights of the Results Data, ideas or inventions, which are not directly related to the Product to be developed, shall nonetheless not be transferred to the Company.

The Provider shall hold a parallel, timely and geographically unlimited right of use of the Results Data owned by the Company in its own activities, such as in teaching or research, including the right to modify and forward the data in its respective special responsibility area, taking into account the stipulations in point 10. Possible theses shall always be public and their immaterial rights shall remain with the student who has created the thesis.

The Provider has the right but no obligation to retain the Results Data in the manner it deems fit.

## 9. Use of subcontractors

The Provider has the right to use subcontractors. The Provider shall notify, in advance and in writing, other Contracting Parties on the use of a subcontractor. The Provider shall be held liable for the subcontractor's activities as it is for its own activities.

## 10. Confidentiality

The Contracting Parties note that operating in the field of social and health care requires pronounced obligation to secrecy.

The Company commits to keep all Confidential Data it receives secret and refrain from using it to any other purpose than that defined in the agreement. The Company and its employees are, in particular, liable for keeping all the personal data of Users, patients or research subjects secret and comply, when processing them, with the regulations of the Personal Data Act (523/1999).

The Provider commits to keep Confidential Data it receives from the Company secret. The Provider commits to refrain from using it to any other purpose than that defined in the agreement. The Provider has the right to release Confidential Data of the Company to its subcontractors. The Provider shall be held liable for its subcontractors to comply with the secrecy regulations. The Provider has the right to release Confidential Data of the Company to the Users in as far as it is necessary for the development activities. For clarification purposes, the Provider shall not be held liable for the Users to keep possible Confidential Data secret.

The secrecy obligation is nonetheless not applicable to data which is: a) publicly available or otherwise public; b) data that the Contracting Party has received from a third party who is not obliged by the secrecy obligation; c) data that was in the possession of the receiving Contracting Party before it received the same data from another Contracting Party without it including a secrecy obligation; d) data that has been autonomously generated by the Contracting Party without using material or data received from another Contracting Party. The Contracting Party shall always be entitled to submit data to control authorities or other authorities at their request, based on their

respective legislation if the data is necessary to fulfill the authorities' legal obligations.

Each Contracting Party may use the professional expertise and experiences they have obtained as a result of applying the agreement.

The secrecy obligation continues after the termination of the agreement. As for patients' data, it continues without a termination date. As for business and trade secrets, the secrecy obligation expires five (5) years after the termination of the agreement.

## 11. Publishing activities

The Provider has the right to use the Company as a reference and publish articles, presentations, reports and other material of the development activities. Doctoral dissertations or other theses to be carried out within the development activities shall always be public. The material used in these shall be determined in the Development Plan or separately agreed upon.

The Company has the right to inspect publications including Results Data. The Company is deemed to have approved the publication unless it has notified its negative stance on the publication in writing within thirty (30) days after the reception of a written publication request. In its written reply, the Company may demand the publication to be modified if it (a) includes Confidential Data of the Company as defined in point 10, or if it (b) prevents patenting or other protection of Immaterial Data owned by the Company and to be registered.

## 12. Rights and obligations after the expiration of the agreement

The Company shall be held liable for, at its own cost and without causing any harm to the Provider's premises or equipment, de-installing the Products to be developed on a separately agreed date; at the latest within two weeks after the finalization of the development activities and after the Provider has submitted the Results Data as specified in the Development Plan to the Company. Should the Company not de-install the Products to be developed they will be transferred, without a separate agreement or compensation, to the ownership and control of the Provider. After a specified time, the Provider also has the right to de-install and dispose the Products to be developed at the cost of the Company.

## 13. Termination of the agreement

The Provider has the right to terminate the agreement with immediate effect by a written notification of termination to the Company, if the Company infringes the agreement and does not take any corrective action within the timeframe provided by the Provider to the Company in writing. If the Company corrects its action within this timeframe and the Contracting Parties agree upon the continuation of the development activities, the Company is liable to compensate to the Provider all additional costs incurred to the Provider due to termination and continuation of the agreement, before the development activities may continue.

The Provider also has the right to terminate the agreement with immediate effect by a written notification of termination to the Company, if the Company is insolvent or declared bankrupt, files or is filed for bankruptcy or corporate restructuring procedure.

The Provider has the right to terminate the agreement with immediate effect by a written notification of termination to the Company, if the Product delivered by the Company, Background Material or part of them, or the use of them infringes or it is rightly alleged to infringe a third party's right of ownership or Immaterial right in such a manner that the right prevents or delays the implementation of the development activities according to the Development Plan. In that case, the Company shall be held liable for compensating the Provider the damage caused to it by the infringement of rights.

Should the Provider terminate the agreement due to a reason attributable to the Company, the latter shall be held liable for paying compensation, according to the agreed charging principles, for the part of the work performed until the termination date of the agreement as well as compensating the Provider for the costs, economic losses and immediate damages due to the premature termination of the agreement.

Should the Provider, for a reason attributable to only the Provider, not be able to essentially perform the development activities in an agreed manner, or the Provider is, for a reason attributable to only the Provider, essentially delayed for performing its part of the work, and does not notify the fundamental impediment to performance or delay to the Company after having received this information, the Company has the right to terminate the agreement with immediate effect by a written notification to the Provider. Yet the Company has no right to terminate the agreement if the impediment to performance or delay in fulfilling the obligations of the agreement is due to prioritization of the Provider's own activities and the demands thereof. In this case, no liability due to impediment to performance or delay arises.

The Company also has the right to terminate the agreement with immediate effect by a written notification to the Provider, if the Provider has otherwise materially infringed the Development Agreement and has not corrected its infringement within 30 days after the reception of a written notification of the infringement.

Both Contracting Parties have the right to terminate the agreement with immediate effect by a written notification of termination if the implementation of the agreement becomes impossible or is delayed for more than six (6) months due to Force majeure. None of the Contracting Parties may claim for compensation due to such termination.

If the payment of the Company is delayed, despite a payment request, for more than thirty (30) days after its due date, the Provider has the right to interrupt the development activities until the Company has paid all its payments due to the Provider.

#### **14. Liability and insurance policies**

The Company shall have adequate liability insurance. The Company is liable for all errors and deficiencies in its research methods, in the equipment, devices and Products it has delivered, and for any bodily injuries or material damage attributable to them and all other damage that the testing activity conducted according to the Company's instructions causes to the Provider or third parties.

The Provider delivers the Results Data, as agreed to be delivered in the agreement, "as it is". The Provider does not give any guarantee to the Results Data nor is liable for its suitability to a certain purpose. The Provider does not guarantee that the Results Data does not infringe any third party immaterial rights. The use of the Results Data occurs at the own risk of the Company.

The Provider is not liable for any ancillary or indirect damage. Ancillary damage is, for example, missed profit, cover purchase, or damage due to decrease or interruption in production or turnover, or destruction, disappearance or change of data or data files. The combined liability of the Provider shall never exceed the testing fee paid to it by the Company (quantitative limitation of liability). These limitations of liability shall not be applied to damage caused deliberately or by gross negligence.

The Company is liable for damages to the Products and data delivered to the use of the Provider and/or Users for the purposes of the development activities. The Company is obliged to have adequate insurance coverage to cover its activities and the Products and/or services to be developed, for damages that may occur during the development activities. The Company is obliged to present an extract of its insurance policy of adequate insurance coverage, to be annexed to the agreement.

## 15. Force majeure

None of the Contracting Parties shall be held liable for consequences of a delayed or unfulfilled obligation of the agreement if the reason (“Force majeure”) for unfulfillment or unreasonable complication has been beyond the control of the Contracting Party or something that the Contracting Party could not have reasonably taken into account at the moment of signing the agreement and the consequences of which the Contracting Party cannot reasonably avoid or overcome. Force majeure of the subcontractor shall be assimilated to Force majeure of the Provider.

The Contracting Party invoking Force majeure shall notify it without delay to the other Contracting Party. The same applies to discontinuance of Force majeure. The Contracting Parties agree to negotiate in good faith on the prevention of the consequences of Force majeure and its elimination.

## 16. Additional terms and conditions of medical research

If the testing is about medical research as defined in Medical Research Act (488/1999) (“Research Act”), the following additional terms shall be complied with:

Both Contracting Parties commit to comply with the Research Act. For clarification purposes, the Company shall act as the Commissioning party as defined in the Research Act. Similarly, the Provider’s person in charge, as defined in the Implementation Plan, shall act as the Person in charge of research of Section 5 of the Research Act. The Person in charge of the research has the right, at any time, to interrupt the development activities if the safety of the research subject so requires.

Unless otherwise agreed, the Provider shall be held liable for obtaining consents from the research subjects to participate in the research, as stated in Section 6 of the Research Act. The Company shall provide the Provider with all relevant data, on the basis of which the Provider may give a sufficient account to the research subject on his/her rights, the purpose and nature of the research, the methods used and its possible risks and harm. This information shall be submitted in such a manner that the Provider is able to give such an account to the research subject that he/she is able to give an informed consent, aware of all matters related to the research which may have an impact on his/her decision-making.

The Company shall be held liable for obtaining the opinion of the ethical committee, for notifications to the ethical committee and the costs incurred as a result thereof.

## 17. Transferring the agreement

The Contracting Party has not the right to transfer the agreement and its obligations to a third party without a prior consent in writing of the other Contracting Party.

## 18. Changing the agreement

The Contracting Parties shall agree upon changes in the agreement in writing.

## 19. Agreement material and interpretation of the agreement

The agreement and its annexes establish a single agreement package. Should contradiction between the agreement and its annexes occur, the agreement takes priority, next these general terms and conditions of the development activities, and after that other annexes of the agreement in ascending order.

## 20. Applicable law and dispute resolution

This agreement is governed by the Finnish law.

Possible disputes arising from this agreement shall be resolved primarily through negotiation. Should the Contracting Parties not reach an amicable settlement within three (3) months of the establishment of the dispute, the dispute shall be settled in the District Court of Helsinki, Tampere or Oulu, unless otherwise agreed.