**COMPANY COOPERATION AGREEMENT**

**1 CONTRACTING PARTIES**

**1.1**

* [Organisation Ltd], [Business identity code], [Address and other information]
* [Organisation Ltd], [Business identity code], [Address and other information]

Later in the text “Provider”, each on their own.

**1.2**

* [Company Ltd], [Business identity code], [Address and other information]

Later “Company”.

These entities are later called Contracting Party on their own and Contracting Parties when they appear together.

**2 BACKGROUND AND PURPOSE OF THE AGREEMENT AND PRIORITY OF THE PROVIDER’S OWN ACTIVITIES**

**2.1 Background**

The Provider offers the Company a possibility, implemented by 6Aika: Hippa - Well-being and Better Service Housing through Digitalisation project, to co-create, test and commercialize the Company’s smart products, prototypes or services, applicable in social and health care, in a digital, standardized or authentic environment, as specified in Annex 1 (Development Plan). The personnel of the Provider and/or students and possibly clients of the Provider who have given their written consent (later “Users”) participate in the development activities together with the Company.

**2.1.1 Definitions of co-creation, testing and commercialization**

The purpose of co-creation is to develop the features of a product or service in such a manner that it can be utilized as a basis for further development.

The purpose of testing is to gain practical experience and users’ feedback of the Company’s products, services and/or prototypes meant to be used in the field of social and health care, as specified in the Development Plan.

The purpose of commercialization is to finalize the product to such a form that the Company can use it in its own commercial activities.

**2.2 The purpose of the agreement**

The purpose of this agreement is to agree upon the terms of company cooperation, to be applied in the co-creation, testing and commercialization of the Company’s products, prototypes or services, as well as the rights and obligations of the Contracting Parties regarding the testing.

**2.3 Priority of the Provider’s own activities**

The Company understands and approves that the Provider’s actual activities have priority in all situations and that may affect the Provider’s capability to perform the obligations of the Development Plan, in the agreed manner and within the agreed schedule.

**3 PRODUCT/SERVICE TO BE DEVELOPED, OBJECTIVE OF THE DEVELOPMENT ACTIVITIES AND TASKS OF THE CONTRACTING PARTIES**

The product/service to be developed, the objectives of the development activities and the tasks of the Contracting Parties have been defined in the Development Plan in Annex 1. On the basis of this agreement, the product can be developed with one or more providers mentioned in this agreement.

**4 DEVELOPMENT ACTIVITIES IMPLEMENTATION PERIOD**

The development activities shall be started at the latest [start date] and estimatedly finalized [estimated finishing date]. The more detailed phases of the development activities are described in Annex 1 (Development Plan).

Possible schedule changes shall be agreed upon separately and in writing. The Provider nevertheless has, on the basis of the priority of its own activities, the right to unilaterally amend the agreed schedule, on the basis of its own working arrangements or corresponding reasons, by notifying the Company.

**5 IMPLEMENTERS AND PERSONS IN CHARGE OF THE DEVELOPMENT ACTIVITIES**

Implementers of the development activities and the persons in charge of the Provider and the Company are defined in the Development Plan in Annex 1. The researcher in charge, as specified in the Development Plan of the Provider, also acts as the person in charge of the research as stipulated in the Medical Research Act (488/1999) Section 5, if the activities concern medical research.

The Provider has the right to change the implementers and persons in charge of testing if required by the working arrangements or corresponding reasons.

**6 COMPENSATION PAID FOR THE DEVELOPMENT ACTIVITIES AND PAYMENT SCHEDULE**

If the development activities are carried out as EU support pursuant to de minimis condition, the Company shall not pay any monetary compensation to the Provider. Instead, the accumulation of the value of services to the Company shall be followed. The de minimis condition of the EU state aid provisions stipulates that the value of the support shall be of minor importance to the company. The support not exceeding the threshold of 200,000 EUR within three consecutive fiscal years is deemed as minor in importance.

If the company has no business identity code or the company is not involved in a project offering development activities as EU support pursuant to de minimis condition, the price of the development activities as specified in the Development Plan in Annex 1, excluding value added tax amounts to **[amount].** In addition to this amount, the effective value added tax shall be invoiced.

The price shall be paid in the following instalments: :

Instalment Invoicing date

[add amount] [add invoicing date]

[add amount] [add invoicing date]

 **7 OTHER TERMS**

**7.1 General terms and conditions**

General terms and conditions of the development activities in Annex 2 shall be applied.

**7.2 Insurance coverage**

The Company shall have sufficient insurance coverage that the Company commits to keep effective throughout the entire period of the development activities and at least for five years following the finalization of the development activities. The insurance policies of the Company are specified in Annexes 2 General terms and conditions of the development activities and 3 Insurance policies of the Company.

**7.3 Statement of the ethical committee**

Ethical principles of the Ethical Review Board shall be followed in the development activities and, whenever necessary, a pre-assessment from the Ethical Review Board in the Humanities and Social and Behavioural Sciences shall be sought.

<https://www.helsinki.fi/en/research/services-researchers/ethical-review-research/humanities-social-sciences-and-behavioural-sciences>

\_\_\_\_ required, granted [add date]

\_\_\_\_ is not required [add reason]

**7.4 Processing of personal data**

The Company has no access to the Users’ personal data.

The Provider processes personal data in accordance with the Privacy Policy in Annex 4.

**7.5 Confidentiality, right of ownership of the results and their publication**

Terms and conditions on confidentiality, right of ownership of the results and their publication are defined in more detail in the General terms and conditions of the development activities (Annex 2).

**8 ANNEXES TO THE AGREEMENT**

**8.1**  The following annexes constitute an integral part of this agreement:

Annex 1 Development Plan

Annex 2 General terms and conditions of the development activities

Annex 3 Insurance policies of the Company

Annex 4 Privacy Policy / HIPPA project

Annex 5 Ethical principles in the Human Sciences

**8.2** This Development agreement together with its annexes constitute a single entity.

Should contradiction between the Development agreement and its annexes occur, the Development agreement takes priority, and after that the annexes in ascending order.

**9 VALIDITY OF THE AGREEMENT**

This agreement shall take effect when the Contracting Parties sign it. The agreement remains valid until the end of the development activities and when the Contracting Parties have fulfilled their obligations under this agreement.

**10 DISPUTE SETTLEMENT**

Possible disputes shall be settled according to the General terms and conditions of the development activities (Annex 2).

**11 DATE AND SIGNATURES**

We approve the terms and conditions of this agreement and commit to adhere to them.

This agreement has been drafted in x (x) identical copies, one (1) for each Contracting Party.

[Provider 1] [Provider 2]

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Date and location Date and location

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Name and position Name and position

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Organisation Organisation

[Company]

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Date and location

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name