Between:

AALTO University Foundation sr., also operating as AALTO University,

(hereinafter called “AALTO"),

with its registered office at P.O. Box 11000, FIN-00076 AALTO

Through the ESA Business Incubation Centre at AALTO Start-Up Center,

located at Otakaari 5, FIN-02150 Espoo, Finland,

(hereinafter called "ESA BIC Finland"),

Represented by Janne Laine, Vice President, AALTO University

and

*[INSERT NAME OF THE ENTITY]*(hereinafter referred to as “the Contractor”)located at *[INSERT PLACE AND ADDRESS]*

represented by *[INSERT NAME]*, *[INSERT TITLE]*

(together, hereinafter referred to as the “Parties” or individually as a “Party”)**PREAMBLE**

1. WHEREAS AALTO is a university based in Finland which for purposes of this contract acts as ESA Business Incubation Centre (ESA BIC Finland);
2. WHEREAS the European Space Agency currently undertakes an initiative to encourage, by means of technology transfer and incubation, the utilization of space technology for general non-space industrial, scientific and commercial uses;
3. WHEREAS AALTO has been appointed by the European Space Agency to set-up, administer and implement an Open Call for Technology Transfer Demonstrators in Belgium;
4. WHEREAS this Call will allow both space and non-space organizations to submit proposals for transfer demonstrators in order to determine and eliminate any technical risk particular to the new terrestrial application,

the following has been agreed:

**ARTICLE 1: DEFINITIONS, SCOPE, BASELINE AND FUNDING**

* 1. **DEFINITIONS**

 “Activity” shall mean carrying out the Demonstrator project based on the proposal submitted to TURKU SCIENCE PARK.

 “Agency” shall mean the European Space Agency.

 “Confidential Information” shall mean any proprietary information, documentation or data of personal or technical nature, including but not limited to any ideas, know-how, concept, designs, drawings and specifications, whether in written, electronic, photographic and/or other forms disclosed by the Disclosing Party to the Receiving Party, pursuant to this Agreement.

 “Contract” shall mean the present contract.

 “Contract Term” shall be the period between the commencement date and the date of termination of the contract.

 “Deliverables” shall have the meaning set out in Article 3.2.

 “Disclosing Party” shall mean the Party disclosing Confidential Information.

“Executive Summary” shall concisely summarise the findings of the Demonstrator project. It shall not contain any Confidential Information. The Executive Summary shall not exceed one (1) page of text with coloured illustrations or photographs, if appropriate.

“Intellectual Property Rights” shall mean all registered intellectual property rights and unregistered intellectual property rights granted by law including all patents, trademarks, copyrights, design rights, database rights, topography rights, know-how and trade secrets or equivalent rights or rights of action anywhere in the world.

“MONTHLY PROGRESS Report” shall mean a report detailing the work carried out by the Contractor as part of the Activity in the previous month.

“OPEN Call” or “the Call” shall mean the instrument by which proposals for technology transfer demonstrators are submitted to TURKU SCIENCE PARK.

“Receiving Party” shall mean the Party receiving Confidential Information.

 “Third Party” shall mean any person or entity other than the Parties to this Contract or their personnel as well as the Agency.

“TURKU SCIENCE PARK” shall mean the Finnish company Turku Science Park Oy Ab, a partner of AALTO in the operation of the ESA BIC Finland.

* 1. **SCOPE**

 The scope of this Contract sets forth the terms and conditions governing the relationship and the undertakings of the Parties with regard to the Activity.

* 1. **BASELINE**

 The Parties shall perform their undertakings for the Activity in accordance with the following documents listed in order of precedence:

* The present Contract;
* The Minutes of Meeting with *ref: […] dated […]*, not attached hereto but know to both Parties;
* The Contractor’s proposal *ref. […] dated […]*, not attached hereto but known to both Parties.

**ARTICLE 2: PRICE**

**2.1 Price of the contract**

The total price of this Contract amounts to:

 *€ 80.000…*

*(… EURO).*

**2.2 Type of price**

The price type of the present Contract is stated to be of a firm fixed type, i.e. it is not subject to any price adjustment or revision by reason of the actual costs incurred by the Contractor in the performance of the Contract.

* 1. **PAYMENT PLAN**
		1. AALTO may authorize the payment of an advance payment in connection with this Contract.
		2. Advance payments are not final payments and shall be deducted from the sums due to the Contractor under this Contract.
		3. The Contractor shall be allowed to claim final settlement when all their obligations under this Contract have been fulfilled. The final payment is due by AALTO upon:
1. receipt by AALTO of the relevant invoice(s) from the Contractor; and
2. certification by AALTO of the satisfactory completion of the Activity under this Contract.
	* 1. Unless otherwise provided for in this Contract, a period of 30 (thirty) days shall be granted to AALTO for the execution of the final payment.
		2. AALTO shall make the following payments:

|  |  |  |
| --- | --- | --- |
| **MILESTONE DESCRIPTION** | **SCHEDULE DATES** | **AMOUNT IN EURO** |
| MIDTERM: upon signature of this Contract by both Parties (max 50 %) | *TBD* | *TBA/40.000* |
| FINAL: upon acceptance by AALTO of all deliverable documentation under this Contract (min 50 %) | *TBD* | *TBA/40.000* |

**ARTICLE 3: OBLIGATIONS AND DELIVERABLES OF THE CONTRACTOR**

* 1. **OBLIGATIONS**

 The Contractor shall carry out the Transfer Demonstrator project. The Transfer Demonstrator project shall cover at least all items exposed in the Contractor’s proposal on the basis of which the Contractor was selected through the Open Call.

 The activities will be carried out in maximum six (6) month time, upon signature of this Contract.

* 1. **DELIVERABLES**

 The Contractor shall deliver the items mentioned below to TURKU SCIENCE PARK, as part of the Activity in accordance to the following provisions.

* + 1. Mid-Reporting

 The Contractor shall deliver by email to TURKU SCIENCE PARK’s representatives, a progress report seven (7) days prior to the mid term review milestone.

* + 1. Demonstrator final report and Executive Summary

 A draft version of the Transfer Demonstrator and Executive Summary carried out under the Activity shall be submitted electronically to TURKU SCIENCE PARK fifteen (15) days prior to the Contract Term.

 At the Contract Term, the Contractor shall deliver to TURKU SCIENCE PARK the Transfer Demonstrator report as well as the Executive Summary in electronic version (.doc and .pdf) and three (3) paper originals.

* 1. **MEETINGS**

 The Contractor may be required to attend a Final Review meeting to be held at ESA/ESTEC or an alternative location in the ESA Member States.

**ARTICLE 4: COMMUNICATIONS AND KEY PERSONNEL**

* 1. **COMMUNICATIONS**
		1. All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made or confirmed in writing. All communications or correspondence between the Parties shall be in English.
		2. All correspondence for either Party shall be sent to the representative of each Party and TURKU SCIENCE PARK indicated in Articles 4.1.3, 4.1.4 and 4.1.5.
		3. For the purpose of this Contract AALTO’s representatives are:
	2. For technical matters:

*[insert name]* E-mail:

 Tel.:

 Fax.:

or a person duly authorized by him/her.

* 1. For administrative matters:

 *[insert name] E-mail:*

 Tel.:

 Fax.:

 or a person duly authorized by him/her.

* + 1. For the purpose of this Contract, the Contractor’s representatives are:

(a) For technical matters:

 *[insert name]* E-mail:

 Tel.:

 Fax.:

 or a person duly authorized by him/her.

1. For administrative matters:

 *[insert name]* E-mail:

 Tel.:

 Fax.:

 or a person duly authorized by him/her.

* + 1. For the purpose of this Contract, TURKU SCIENCE PARK’s representatives are:

(a) For technical matters:

 *[insert name]* E-mail:

 Tel.:

 Fax.:

 or a person duly authorized by him/her.

1. For administrative matters:

 *[insert name]* E-mail:

 Tel.:

 Fax.:

 or a person duly authorized by him/her.

**4.2 KEY PERSONNEL**

4.2.1 The work shall be executed by the key personnel nominated in the Contractor’s proposal.

* + 1. Any replacement to other tasks of such key personnel, to the extent that they are not available as foreseen in the Contractor’s proposal, requires the prior written approval of AALTO representative as mentioned in Article 4.1. Appropriate requests shall be accompanied by a justification for the proposed change and by a comprehensive CV of the new key personnel proposed.

**ARTICLE 5: LIABILITY**

**5.1 LIMITATION OF LIABILITY**

5.1.1 AALTO or the Agency shall not be responsible, If the Contractor infringes any existing and/or future national, communal or provincial laws or decrees, rules or regulations in force in Finland or in any other country whatsoever, the other party shall not be held responsible for it.

* + 1. Each Party shall indemnify the other Party from and against all claims, damages, costs and expenses arising out of any infringement of either Party’s obligations under this Contract.
		2. Subject to Article 5.2.2, the liability of one Party towards the other under or in connection with this Contract whether arising from negligence, breach of contract or any other obligation or duty shall not exceed, an amount equivalent to 50,000 EURO *(fifty thousand EURO)*, per event or series of connected events.
	1. **INDIRECT OR CONSEQUENTIAL DAMAGES**

5.2.1 Subject to Article 5.2.2, The Parties shall in no circumstances be liable for indirect or consequential damages such as loss of use, loss of business, loss of data, loss of rights, loss of services, loss of goodwill, Third Party claims to the extent that they represent the indirect loss of a Third Party, loss of revenues or anticipated savings, or for any indirect financial loss or indirect economic loss or for any indirect or consequential loss or damage whatsoever suffered by the other Party. The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect.

5.2.2 Neither Party excludes its liability to the other Party for:

1. death or personal injury caused by its negligence or that of its employees or agents;
2. fraud, including fraudulent misrepresentations; and
3. liability under Article 6.

**Article 6: Confidentiality, use of information AND publicity**

**6.1 Confidentiality and use of information**

6.1.1 The contents of this Contract constitute confidential information.

6.1.2 It is understood and fully agreed by the Parties that the use of any information provided by one Party to the other Party under this Contract is strictly limited to the scope and purpose of this Activity.

6.1.3 Upon the end of the Contract Term, or earlier termination or cancellation of this Contract in accordance with Article 8, the receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Confidential Information, including all Deliverables provided by the Contractor to AALTO.

**6.2 Publicity**

6.2.1 For the purpose of this Contract, the Contractor shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Contractor’s advertising and news bulletins, which refer to the Activity under this Contract, AALTO or/and the Agency or any aspect of their activities, or permit any Third Party to do so, without the prior written consent of AALTO or/and the Agency’s contractual representative or their duly authorised representative.

6.2.2 The Contractor shall not use the logo of AALTO or/and the official emblem of the Agency or any other logo or trademark they may own without the prior written consent of AALTOor/and the Agency’s contractual representative or his duly authorised representative.

**Article 7: Applicable law and Dispute settlement**

**7.1 Applicable law**

This Contract shall be governed by the laws of Finland.

**7.2 Arbitration / dispute settlement**

 The Parties will consult with each other promptly when events occur or matters arise that may occasion a question of interpretation or implementation of the terms of this Contract. Any issue of interpretation or implementation of this Contract that cannot be settled by the designated points of contact shall be referred to arbitration. Any dispute arising out of the interpretation or implementation of this Contract that cannot be settled through the consultations referred to above may, at the request of either Party, be submitted to arbitration by one arbitrator according to the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall sit in Helsinki, Finland and the language of the arbitration shall be English. The enforcement of the award shall be governed by the rules of procedure in force in Finland.

**Article 8: Entry into force, termination and modifications**

**8.1 Entry into force**

This Contract shall enter into force upon signature by the legal representatives of both Parties and shall continue in force until *[insert date]* (“Contract Term”), unless it is cancelled or otherwise terminated in accordance with Article 8.2.

**8.2 Termination**

8.2.1 Each Party reserves the right to terminate this Contract, with immediate effect, in the event that the other Party fails to fulfil its undertakings under this Contract.

8.2.2 In no event shall termination of this Contract imply any payment or reimbursement of the cost incurred by either Party prior to termination, nor of any damages. Termination of this Contract shall not affect the Parties’ continuing rights and obligations under this Contract, Article 6 (Confidentiality, Use of Information and Publicity) in particular.

**8.3 MOdifications**

At the request of either Party, the modalities outlined in this Contract may be modified in writing by mutual consent. Such modification shall enter into force and have immediate effect at the date of signature by the legal representatives of both Parties.

Done and signed in two (2) originals, one for each Party to this Contract,

on behalf of **AALTO**:

 Date:

on behalf of the **Contractor**:

[Name and Role] Date: