

## VTT GENERAL TERMS OF CONTRACT 1.4.2016

### 1. SCOPE OF APPLICATION

- 1.1 These VTT general terms of contract (hereinafter referred to as General Terms) shall be applied as a part of a project agreement (hereinafter referred to as Project agreement) between VTT Technical Research Centre of Finland Ltd (hereinafter referred to as VTT) and the client (hereinafter referred to as Client) with which they (hereinafter VTT and the Client together referred to as Parties, each a Party) agree on work done or service offered by VTT (hereinafter referred to as Project), provided that the contract documentation includes a reference to these General Terms (hereinafter the entire contract documentation is referred to as Contract).
- 1.2 VTT Group shall mean VTT and organizations over which VTT holds direct or indirect control.
- 1.3 An offer to which these General Terms are attached shall be valid for one (1) month from the date of the offer.
- 1.4 The Contract or any rights and/or obligations arising therefrom cannot be transferred to a third party unless the other Party has accepted the transfer.
- 1.5 No modification in or addition to single provisions of the Contract shall be valid unless made in writing and signed by authorized representatives of the Parties.
- 1.6 If the Contract documentation has contradictory contents, the documents shall prevail in the in the following order: 1) Project agreement, 2) order confirmation, 3) offer, 4) order, 5) these General Terms and 6) request for offer. Notwithstanding the foregoing, if VTT has acquired funding for the Project from any third party, any possible terms imposed by the financier(s) shall prevail.

### 2. PROJECT GOVERNING GROUP

- 2.1 The Parties shall appoint a responsible contact person for the Project. A Party shall be notified of a change of the other Party's responsible contact person.
- 2.2 If it is mentioned in the Contract that the Project is directed by a governing group (or a similar management body), the Project shall be directed by a governing group with an equal amount of members from both Parties.
- 2.3 The governing group shall handle matters concerning the Project and particularly control and direct the execution of the Project within the limits of the Contract. Therefore the governing group shall
- specify the objectives of the Project and accept the Project plans,
  - handle the revisions of and modifications in the Project plan, and present them, when necessary, to the Parties for acceptance,
  - control the progress of the Project and support the activities of the Project manager,
  - accept the results of the Project and state when the Project has been finalized.
- 2.4 The governing group cannot modify the Contract or its appendices unless separately agreed upon in writing between the Parties.

### 3. PAYMENTS

- 3.1 Payments for the Project shall be agreed upon in the Contract. The price shall be stated in euros.
- 3.2 Value Added Tax (VAT) and any other taxes and fees imposed by authorities outside of Finland shall be added, when applicable, to the price agreed upon in the Contract.
- 3.3 If the objective or schedule of the Project is modified or if any essential modifications, mutually agreed by the Parties, occur in the cost level during the validity period of the Contract, the payments shall be adjusted accordingly from the date the modifications take place.
- 3.4 Unless otherwise agreed upon in writing, VTT shall invoice the agreed price in monthly instalments in accordance with the schedule of the Project.
- 3.5 VTT shall retain the ownership of the Foreground (as defined in section 5.3) until the Client has fulfilled its obligation for payment.
- 3.6 Invoices shall be paid within twenty-one (21) days of date of the relevant invoice. Interest on overdue payments shall be charged in accordance with the Finnish Interest Act (20.8.1982/633). Possible debt collection charges shall be added to invoices. All remarks to invoices shall be made within eight (8) days of the date of the relevant invoice.

### 4. CONFIDENTIALITY

- 4.1 Confidential information shall mean all information (including but not limited to any knowledge, know-how, trade secrets, technological and commercial information, device and software (including software code)), whether or not subject to or capable of protection by copyright, patent, trademark or other intellectual property rights which relates to the Project and is disclosed by or on behalf of one Party (hereinafter referred to as Disclosing Party) to the other Party (hereinafter referred to as Receiving Party) in whatever form including but not limited to in writing, orally, electronically or by observation (hereinafter referred to as Confidential Information).
- 4.2 The Receiving Party shall keep Confidential Information disclosed to it in strict confidence and not disclose it to any third parties without the prior written consent of the Disclosing Party. The Receiving Party shall have the right to use Confidential Information solely for the purposes of carrying out its rights and obligations under the Contract.

- 4.3 Information disclosed shall not be regarded as Confidential Information to the extent that the Receiving Party demonstrates that the information:
- a) is or becomes published or otherwise generally available to the public without violation of the Contract; or
  - b) is already known to the Receiving Party at the time of disclosure; or
  - c) is lawfully obtained by the Receiving Party from a third party without any restrictions on confidentiality; or
  - d) is developed by the Receiving Party without any use of Confidential Information.
- 4.4 If the Receiving Party is required, pursuant to an administrative or a judicial action or subpoena, to disclose the Disclosing Party's Confidential Information, the Receiving Party shall have the right to make such disclosure, provided that the Receiving Party shall prior to any such disclosure notify the Disclosing Party to the extent the Receiving Party is lawfully allowed to do so, and that the Receiving Party shall give the Disclosing Party the opportunity to seek any legal remedy the Disclosing Party considers necessary to protect its Confidential Information.
- 4.5 The obligation for confidentiality shall be in force for a period of five (5) years after the termination or expiry of the Contract, unless a different confidentiality period is separately agreed in writing between the Parties.
- 4.6 Notwithstanding the confidentiality obligation stated above, VTT has a right, if necessary for the performance of the Project, to disclose Confidential Information to its subcontractors and to organizations belonging to VTT Group, provided that they have a legitimate need to know and that they are bound by similar confidentiality obligations as those contained herein.
- 4.7 VTT has a right to mention the Project and the name of the Client as a reference.

### 5. OWNERSHIP AND USER RIGHTS

- 5.1 Information, ideas, methods, solutions, devices, data and other material supplied by one Party to the other Party, irrespective of whether they are or can be protected by intellectual property rights, that are generated outside the Project (hereinafter referred to as Background), belong to the supplier Party. If the Background of VTT is needed for exploitation of the Foreground, the conditions for such user rights to the Background shall be subject to a separate written agreement.
- 5.2 Information, ideas, methods, solutions, devices, data and other material, irrespective of whether they are or can be protected by intellectual property rights, which are presented or generated by VTT for the achievement of Foreground but which will not form a part of the Foreground (for example research tools generated to achieve certain Foreground), shall be the property of VTT.
- 5.3 Information, ideas, methods, solutions, devices, data and other material, including also reports, irrespective of whether they are or can be protected by intellectual property rights, which are generated in the Project and which will form a part of the results (hereinafter referred to as Foreground) shall be the property of the Client unless
- a) it is stated in the Contract that the subject of the Project concerns the core technology of VTT and/or
  - b) the Foreground consists of software, database(s), layout-design(s) of an integrated circuit or a biological finding (including but not limited to gene sequence(s), target molecule(s), micro organism(s) etc.).
- In these cases, VTT shall retain the ownership of the Foreground, intellectual property rights and other rights whereas the Client shall be granted separately defined user rights to such Foreground in accordance with the Client's reasonable needs and the technical scope of the Project.
- 5.4 Each Party is entitled to use the Background obtained from the other Party only for the performance of the Project.
- 5.5 The devices and instruments acquired for the performance of the Project by VTT shall be the property of VTT.
- 5.6 VTT shall be entitled to use general expertise and experience originating from the Project also in its work and activities outside the scope of the Contract.

### 6. RIGHT TO EMPLOYEE INVENTION

- 6.1 The Client shall have ownership to inventions that are part of the Foreground and that under the Contract shall become the property of the Client.
- 6.2 An inventor that is an employee of VTT shall notify VTT in writing of the employee invention according to the Finnish Act on the Right in Employee Inventions (29.12.1967/656). After VTT has received said notification from the inventor, VTT shall notify the Client of the invention without undue delay.
- 6.3 The Client shall notify VTT in writing about its claim to the invention within two (2) months from the date of VTT's notification to the Client (as provided in clause 6.2 above) at the risk of losing all its rights to the invention.

- 6.4 The Parties shall see to it that premature publication of inventions is prevented.
- 6.5 The inventor(s) shall always be credited with having generated the invention in accordance with applicable legislation. The inventor shall be entitled to a fair compensation for the invention. The costs related to patenting and compensation to the inventor shall be paid by the Party that under the Contract is the owner of the invention. The amount of the fair compensation to the inventor shall be determined in accordance with applicable legislation and in accordance with the inventor compensation scheme of the Party who is the owner of the invention under the Contract, and in case the Client does not have a compensation scheme, VTT's compensation scheme shall be applied.
- 7. DOCUMENTS AND MATERIAL PROVIDED BY THE CLIENT**
- 7.1 Documents obtained from the Client shall be handled in accordance with the confidentiality obligations stated herein.
- 7.2 Material, samples or specimens delivered by the Client to VTT for the performance of the Project shall be kept by VTT at maximum for three (3) months from the date the Foreground is delivered to the Client. The Client shall not be entitled to compensation if the appropriate execution of the Project has required measures resulting in destruction, deterioration, or decrease of the material or test item.
- 8. THE RIGHTS AND OBLIGATIONS OF VTT**
- 8.1 VTT shall carry out the Project within the agreed schedule. If no schedule has been agreed upon, the Project shall be carried out without undue delay. VTT shall have the right to postpone the agreed schedule in case a delay is caused by Force Majeure (as defined in clause 12), by the Client, or a cause the Client is responsible for.
- 8.2 VTT shall carry out the tasks defined in the Contract using reasonable skill, care and diligence. VTT shall take care that the personnel carrying out the Project has suitable competence. The Client has to invoke a defect in the performance of the Project in two (2) weeks after the delivery of the Foreground. In case of defect, VTT shall always have the right to correct or replace its performance before the Client may invoke any other remedies.
- 8.3 VTT shall not be entitled to use subcontractors, except organizations belonging to the VTT Group, to carry out the Project or a major part of it without written consent from the Client.
- 8.4 If damage is caused to VTT or the scope of the Project is changed, delayed or suspended because of the Client, or due to a cause the Client is responsible for, VTT shall be entitled to compensation for the resulting expenses and damage.
- 8.5 VTT shall not give any warranty or guarantee, expressed or implied, for the performance of the Project, Foreground, Background, devices, instruments, material or goods delivered by VTT.
- 8.6 The terms of delivery of VTT's devices, instruments, material or goods shall be "Ex Works VTT (Incoterms 2010)".
- 9. THE RIGHTS AND OBLIGATIONS OF THE CLIENT**
- 9.1 The Client shall have the right to follow the progress of the Project.
- 9.2 The Client shall give VTT all the necessary data and information needed for carrying out the Project and access to necessary equipment and other resources in case the use of such equipment and other resources has been agreed upon.
- 9.3 The risk of damage for accidental destruction of Foreground shall be transferred to the Client at the time the Foreground or part thereof has been delivered to the Client. If the Foreground has not been delivered on the agreed date due to a delay caused by the Client, the risk of damage shall be transferred to the Client on the day when the delivery should have taken place.
- 9.4 If the Project is carried out in the Client's premises or at premises the Client is responsible for, the Client shall attend to health and safety at work for the employees of VTT or other persons working for VTT for the carrying out of the Project.
- 10. PUBLICATION OF FOREGROUND**
- 10.1 The owner of the Foreground is entitled, at its discretion, to publish the final research report included in the Foreground, in its entirety. Partial publication of the research report is only permissible by prior written authorization from VTT.
- 10.2 In publication of the Foreground, the name of VTT shall be mentioned in an appropriate manner.
- 10.3 All use of VTT's name and logotype for advertising and other sales promotion purposes is subject to prior written consent of VTT.
- 10.4 For verifying (or rectifying as the case may be) claims or statements regarding the Project presented in public, VTT shall have the right to disclose information of the Foreground to a third party or the public only to the extent and in case needed to verify or rectify such claims.
- 11. VTT'S LIABILITY**
- 11.1 VTT shall be liable for carrying out the Project as stipulated in the Contract. VTT shall be liable for the work of a subcontractor.
- 11.2 VTT shall be liable only for direct damage suffered by the Client as a result of VTT's negligent or intentional act or omission.
- 11.3 The liability of VTT shall, however, in all cases be limited to the price paid to VTT for the Project. VTT shall not be responsible for indirect damage or consequential losses.
- 11.4 The Parties expressly affirm that they are aware of the technical and other risks attached to the Project and knowingly accept these uncertainties, and the fact that the results and the goals of the Project may not necessarily be achieved, as inherent in the nature of research and development work.
- 11.5 When granting user rights to Background and/or Foreground, the Parties undertake to use reasonable endeavours to ensure the accuracy thereof. However, the Party granting such user rights shall be under no further obligation or liability in respect of the same and no warranty, condition or representation of any kind is made, given or to be implied and the recipient Party shall in any case be entirely responsible for the use of such Background and/or Foreground. Furthermore, VTT shall not in any case be liable for damage or claims related to product liability and the Client shall indemnify and hold VTT harmless from and against any such damage, liabilities or claims.
- 11.6 The liability of VTT shall expire at the latest one (1) year after the delivery of the Foreground. If the Foreground has not been delivered at the agreed moment due to a delay caused by the Client, the above mentioned period shall start on the day the delivery should have taken place.
- 11.7 Any claims regarding the Project shall be presented within six (6) months from the date VTT's liability expires at the risk of the Client losing its right to claim compensation.
- 12. FORCE MAJEURE**
- 12.1 Force Majeure is an event that prevents, or makes unduly difficult, the performance of the Project within the agreed schedule. Such events shall be war, rebellion, natural catastrophe, general interruption in energy distribution, fire, a limit imposed by the state budget or the Government of Finland to the activity of VTT, strike, embargo, or some other equally significant and unusual event independent of the Parties (hereinafter referred to as Force Majeure). The delay of an approved subcontractor caused by the abovementioned events is also considered Force Majeure.
- 13. TERMINATION OF THE CONTRACT**
- 13.1 If a Party essentially breaches the terms of the Contract, the other Party shall have the right to terminate the Contract.
- 13.2 If the Client breaches the terms of the Contract, VTT shall be entitled to temporarily suspend the Project instead of terminating the Contract until it is determined whether the breach of Contract leads to termination of the Contract.
- 13.3 Either Party shall have the right to terminate the Contract if the other Party is obviously insolvent or is filed for bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
- 13.4 Either Party shall have the right to terminate the Contract if the fulfilment of the Contract as a result of continued Force Majeure becomes impossible or is essentially delayed or delayed for over twelve (12) months.
- 13.5 In case of early termination, the Client shall be obliged to pay VTT for the part of the Project acceptably performed until the date of termination, or if it is agreed that VTT shall finalize the Project or a specific part thereof, until the date the Project was finalized. Correspondingly VTT shall deliver the Foreground generated and that under the Contract shall become the property of the Client, once the Client has fulfilled its payment obligation.
- 13.6 VTT shall be entitled to compensation for reasonable expenses and damage due to the early termination if the termination is caused by the Client or a cause it is responsible for.
- 14. DISPUTES**
- 14.1 Any disputes, controversy or claim arising out of or relating to the Contract or the breach, termination or validity thereof which cannot be solved amicably shall be submitted:
- in case the Client is established in the EFTA or EU states, to the District Court of Helsinki, Finland (court of first instance),
  - in case the Client is established outside the EFTA and EU states, to arbitration procedure and shall be finally settled in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The language of arbitration shall be English and the place of arbitration shall be Helsinki, Finland.
- 14.2 The Contract shall be governed by the laws of Finland, excluding choice of law provisions.