Agreement for Startup Exchange Programme

1. Contracting Parties

(1) City of Helsinki (hereinafter referred to as the City of Helsinki or NewCo Helsinki interchangeably)
City of Helsinki Executive Office / Economic Development Division
NewCo Helsinki
PO Box 4500
00099 CITY OF HELSINKI
Business ID: 0201256-6

(2)City of Fukuoka (hereinafter referred to as the City of Fukuoka)
Fukuoka City Hall General Affairs& Planning Bureau, Planning& Coordination Department
1-8-1, Tenjin, Chuo-ku, Fukuoka City, Fukuoka Prefecture
810-8620 Japan

2. Contact Persons

(1) The contact person shall be responsible for monitoring and overseeing the realisation of the Contract and for informing the contracting parties of any matters related to the realisation of the Contract. The contact person does not have the right to alter the Contract.

(2) Contact persons are specified in appendix 1; ‘Contact Persons’ attached to this agreement, and in the event that a Contracting Party needs to change their contact person, they must immediately inform the other Contracting Party in writing of the change.

3. Background to the Contract

(1) In support of the good relationship between the City of Helsinki and the City of Fukuoka and working towards closer cooperation, and support for companies in our ecosystems seeking to enter the European and Japanese markets respectively, the cities have decided to establish a Startup Exchange Programme (hereingafter referred to as the Programme).

(2) The aim is to provide a platform for Fukuoka startups to enter European markets, and for Helsinki based startups to enter the Japanese market; and

(3) To utilize the resources, startup-, and enterprise- service experiences, as determined in section 5 of this contract, of the contracting parties to help each other exchange startups to explore and study the local markets, and pilot their business ventures internationally.

4. Object and purpose of the Contract

(1) With this contract it is agreed that the commitments of the Programme, as stipulated in section 5 of this contract, between the City of Helsinki and the City of Fukuoka shall be adhered to.

(2) The purpose of the Contract is to facilitate the realisation of the Programme and the success of the startup exchange visits.

5. Programme

(1) The language of the exchange programme is English, and services will be provided in English.

(2) Participating startups in the Programme going to exchange in City of Fukuoka are selected by NewCo Helsinki and approved by the City of Fukuoka.

(3) Participating startups in the Programme going to exchange in NewCo Helsinki are selected by the City of Fukuoka and approved by NewCo Helsinki.

(4) The Contracting Parties can each send at least 3 startups, with maximum 2 people per startup, per year for exchange. The Contracting parties can offer larger quotas if capacity allows.

(5) The Contracting Parties are both responsible for their own costs that incur while fulfilling the obligations of this contract. Apart from section 6, neither Contracting Party is required to make any payments to the other under this contract.

(6) As part of the Programme, the City of Helsinki provides the following for participating startups from City of Fukuoka, for the duration of up to 2 month exchange:

a. Two months free access to NewCo Helsinki shared co-working space and facilities.
b. Access to NewCo Helsinki premises from Monday to Friday from 7.45 to 21.30.
c. 6 hours per week of meeting room usage.
d. Possibility to book NewCo Helsinki premises, dependent on availability, for the startup's own events, such as press conferences, product launches, etc.
e. Internet connection.
f. In-house printing.
g. Mail forwarding (up to 20g) and mail reception services.
h. 1-to-1 coaching by NewCo Helsinki business coaches, and where relevant and available by external partners.
i. Access to events organized by NewCo Helsinki and NewCo Helsinki Accelerator.
j. Introductions to potential relevant ecosystem business partners.
k. Introductions to Helsinki's startup scene through events, newsletters, gatherings, and Social Media groups.
l. Visibility on NewCo Helsinki website and other online channels.
m. Assistance in registering their company in Helsinki
n. Access to the Boardio platform (www.boardio.fi) for finding relevant advisors and possible board members in Finland and Europe.
o. Assistance finding suitable accommodation
p. Business visa application assistance
q. Assistance setting up a business bank account (if needed)
r. Assistance finding an accountant (if needed)
s. Access to NewCo Helsinki network of providers and consultants.
t. Assistance finding a board member with permanent residence in Finland or another European country (if needed).

(7) As part of the Programme, the City of Fukuoka provide the following for participating startups from the City of Helsinki, for the duration of up to 2 month exchange, with a possibility to extend to up to 6 months:

a. Free access to City of Fukuoka Startup Café, and preferential access to City of Fukuoka operated incubation facilities.
b. Assistance finding suitable office space (co-working or private office).
c. 1-to-1 business coaching in English
d. Internet connection and in-house printing (depending on availability)
e. Assistance for NewCo Helsinki startups to get into the local startup ecosystem fast and efficiently
f. Introductions to relevant supplier, customer and other business partners.
g. Promotion through Fukuoka City website for startup.
h. Assistance finding suitable accommodation
i. Startup Visa application assistance
j. Free consultation with professionals involved in founding businesses.

(8) The Contracting parties shall report on the progress of the Programme annually in December as part of the Programme review process (see section 11.(1)a.). The Contracting Parties shall monitor the realisation of the Programme, and if necessary change or update it jointly by agreement

6. Damages

(1) A Contracting Party has the right to damages for direct damage caused by the other Contracting Party's breach of contract.

(2) The Contracting Parties are not responsible for indirect damages. This limitation does not apply if the other Contracting Party has caused the damage intentionally or by gross negligence. In such instances, the Contracting Party suffering the damage has the right to compensation for indirect damage too.

(3) The Contracting Parties are not responsible for damages caused by the participating startups.

(4) It is the prerogative of the Contracting Parties, as they see fit, to make separate agreements with the participating startups to ensure coverage of damages caused by the participating startups.

7. Force majeure

(1) If adherence to a contractual term is prevented or delayed by a force majeure situation, the Contracting Party is released from adherence to the contractual term for the duration of the occurrence.

(2) A force majeure is regarded as an event that prevents fulfilment of the Contract, occurs after the Contract has been signed, and is unusual and impacts upon the Contract. The Contracting Parties must not have had reason to take the event into consideration when making the contract, it must be independent of the Parties, and it must be impossible to eliminate its preventive impact without incurring unreasonable additional costs or an unreasonable loss of time. Such events include war, uprising, civil unrest, expropriation or seizure for the public need, import or export bans, natural disaster, interruption to public transport or energy supply, strike or other industrial dispute, fire or another similarly significant and unusual cause independent of the Contracting Parties.

(3) The other Contracting Party must be informed of the force majeure situation and its cessation immediately.

8. Transfer of the Contract

(1) Neither Contracting Party is entitled to transfer this contract to a third party without the written consent of the other Contracting Party.

9. Changing the Contract

(1) The Contract may only be changed with the signatures of the Contracting Parties.

10. Settlement of disputes

(1) Matters relating to the Contract should be resolved through negotiations between the parties.

11. Validity of the Contract

(1) The Contract comes into force when signed by both parties and it shall remain valid until 31 December 2017.

a. On the first day of December of each year under this contract, and possible addendums, the Programme must be reviewed by the contracting parties.

b. This contract is automatically renewed for another one year under the same terms and conditions if no particular indication is made and the same applies thereafter.

c. A decision to terminate the contract is made with reasons in the review on the first day of December and indication of intent in writing to the other party is made two weeks before the contract expires.

12. Copies of the Contract

(1) This Contract has been drawn up in two (2) identical copies in English and Japanese, one for each Contracting Party.

Signatures

City of Helsinki	City of Fukuoka
_____	_____
Marja-Leena Rinkineva Director for Economic Development	Hirohiko Nagaura Chief Executive of General Affairs & Planning Bureau