

Protokoll fört vid pleniföredragning

Näringsavdelningen
Allmänna byrån, N1

Närvarande
VT, HJ, RH, AH-J, AH, FK, CW

Frånvarande

Justerat
Omedelbart

Ordförande
Lantråd
Veronica Thörnroos

Föredragande
Minister
Fredrik Karlström

Protokollförare
Avdelningschef
Linnéa Johansson

Nr 1

Överfört från enskild föredragning 14.9.2023

Partnerskapsavtal med företaget Heart Aerospace Inc.

ÅLR 2023/7200

178 N1

Beslut

Beslöts ingå ett partnerskapsavtal med företaget Heart Aerospace Incorporated enligt **bilaga 1, N123P01**.

Beslöts att Fredrik Karlström företräder landskapsregeringen i avtalet.

Landskapsregeringen omfattas av offentlighetslagen (2021:79) för Åland inklusive sekretessgrunderna i 21 §.

Motivering

Enligt landskapets budget för år 2023 ska landskapsregeringen arbeta för en långsiktig, förutsägbar och kontinuerlig flygtrafik till och från Åland som även bidrar till klimatomställningen. Heart Aerospace Inc är ett företag som utvecklar passagerarflygplan för eldrift.

Bilaga 1, N123P01

PARTNERSHIP AGREEMENT

This Partnership Agreement (this “Agreement”) is made and effective as of September 12, 2023 (the “Effective Date”) by and between Heart Aerospace Incorporated, a Delaware corporation (“Heart”) and Ålands landskapsregering, The Government of Åland, P.O.B. 1060, AX-2111 Mariehamn, a public authority (“Åland”).

RECITALS

A. Heart is designing and developing a family of electric-powered aircraft for, among other things, commercial passenger transportation (the “ES-30”).

B. To facilitate the ongoing design, development, and commercialization of the ES-30, Heart has established an Industry Advisory Board (the “Advisory Board”) consisting of representatives of aviation industry stakeholders who are interested in the ES-30’s potential to make air travel more sustainable, affordable, and accessible.

C. Heart has invited Ålands landskapsregering to join the Advisory Board and Ålands landskapsregering wishes to accept such invitation to support the design and development of the ES-30 upon the following terms and conditions.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. Advisory Board Membership and Participation. Ålands landskapsregering shall appoint one or more representatives (the “Representatives”) to attend Advisory Board meetings and otherwise advise Heart from time to time on matters relating to the design, development, and commercialization of the ES-30, to include:

a. Subject to sufficient notice, attending (in person or virtually) each of the Advisory Board meetings and other specialist workshops that will be organized over the next years, which will be aligned to support the program milestones on the path to aircraft type certification of the ES-30;

b. Subject to sufficient notice, attending certain events related to Heart’s product development process (“Heart Events”) such as Heart’s “Hangar Days” and as feasible participating in public-facing elements of such events, such as presentations, panel discussions, and interviews related to Advisory Board activities; and

c. Engaging with Heart executives and/or senior staff as time permits to discuss issues related to the design, development, and commercialization of the ES-30 outside of formal Advisory Board meetings.

2. Åland’s Representatives.

a. *Lead Representative.* In a scenario whereby Åland has appointed more than one Representative, Åland shall inform Heart of the lead Representative who will communicate and represent the position of the Åland at the Advisory Board meetings, Heart Events, and other specialist workshops.

b. *Absences.* Heart recognizes that a Representative may from time to time be unable to attend Advisory Board meetings and/or Heart Events due to such Representative's other obligations. Representatives shall notify Heart in the event of such unavailability.

c. *Replacement.* In the event that any individual who is designated as a Representative becomes no longer employed by Company from time to time or otherwise is no longer authorized to represent Åland under this Agreement (as determined by Ålands landskapsregering in its sole discretion), Ålands landskapsregering shall notify Heart on a reasonably prompt basis and shall be entitled to appoint a new Representative.

d. *Expenses.* Neither Ålands landskapsregering nor any Representative shall be entitled to receive any compensation or reimbursement of expenses from Heart in connection with this Agreement.

3. Heart Commitments. Heart expects to hold a quarterly Advisory Board meeting and, as the ES-30 program develops, organize further specialist workshops from time to time. The quarterly Advisory Board meeting is anticipated to last approximately half a day with the date, time and location (if the meeting will take place physically) to be mutually agreed upon in advance by Advisory Board members and Heart.

4. Publicity & Disclosure. Åland acknowledges and agrees that Heart may use Åland's name and/or logo, and, as applicable and subject to Åland's prior review and approval, aircraft livery for purposes of publicly identifying the members of the Advisory Board, and Heart acknowledges and agrees that Ålands landskapsregering may use Heart's name and/or logo for purposes of publicly identifying itself as a member of the Advisory Board. At or before execution of this Agreement, Åland shall provide a written testimonial elaborating the reasons why Company has signed this Agreement and/or agreed to participate in the Advisory Board. Åland acknowledges and agrees that this testimonial and any other testimonials or other statements made by Åland or its Representatives in connection with a Heart Event may be reproduced and used publicly by Heart without restriction in support of marketing activities and events, together with any ES-30 renderings featuring Åland's aircraft livery (as applicable and, with respect to aircraft livery only, subject to Åland's prior review and approval). Each party hereby grants to the other a limited, non-exclusive license to use certain of such party's intellectual property, with no right to sublicense, including names, trademarks, and copyrights, solely in connection with the exercise of rights granted under this Section, including, in the case of Heart, to publicly identify Ålands landskapsregering as a member of the Advisory Board and to communicate Åland's testimonial and/or other statements provided under this Section.

5. Proprietary Rights. The business, technical and financial information Åland and its Representatives obtain from Heart or that arise out of Åland's participation in the Advisory Board constitutes "Proprietary Information" of Heart. Neither Åland nor its Representatives will disclose or, except in connection with their activities as members of the Advisory Board, use any Proprietary Information. However, Åland and its Representatives shall not be so obligated with respect to information from Heart that (i) is or becomes publicly available without restriction through no fault of Åland and/or its Representatives, or (ii) that Åland and/or its Representatives knew without restriction prior to its disclosure by Heart. If requested by Heart, Åland and its Representatives will promptly provide to Heart all items and copies containing or embodying Proprietary Information. To the extent that any intellectual property rights pertaining to Heart's business, technology, or product arise in connection with Åland's participation in the Advisory Board, Åland and its Representatives agree that such intellectual property rights shall be owned by Heart and shall take such actions as may reasonably be necessary to accomplish such ownership. Unless otherwise specified by Åland or its Representatives and agreed by Heart, Heart will be free to fully use and employ any information Åland and its Representatives may provide in connection with their activities as members of the Advisory Board.

6. Term; Termination. This Agreement shall commence on the date hereof and, unless earlier terminated as provided below, shall continue for five (5) subsequent years unless terminated earlier in accordance with the terms of this Agreement. Either party shall have the right to terminate this Agreement

without cause upon thirty (30) days' prior written notice to the other party. Sections 5 through 8 of this Agreement shall survive any termination or expiration.

7. Relationship of the Parties; No Conflicts. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, agent or employee of the other and shall not bind nor attempt to bind the other to any contract. Åland represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation of Åland or right of any third party.

8. Miscellaneous. No rights or duties of either Heart or Åland under this Agreement may be assigned without the prior written consent of the other party. This is the entire agreement between the parties with respect to the subject matter hereof and no modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first written above.

The Government of Åland

HEART AEROSPACE INCORPORATED

By: _____
Name: Fredrik Karlström
Title: Minister of Trade and Industry

By: _____
Name: _____
Title: _____