



Procurement agreement

Helsinki EdTech Testbed innovation competition: Ethical AI in learning

1. Parties to the agreement

Client	City of Helsinki Economic Development Division, Innovations and New Experiments Unit Unioninkatu 28 A, 3rd floor P.O. Box 20, 00099 City of Helsinki
Trial supplier	Company name: Address: Business ID:

2. Contact persons

Client's contact person:

Supplier's contact person:

The representatives shall be responsible for monitoring and overseeing the execution of the agreement and for communicating with the other contracting party and within their own organisation on any matters related to the execution of the contract. The representative of the other contracting party shall be notified without undue delay if the representative of a contracting party changes.

3. Agreement content

The procurement agreement applies to the fixed-term trial of the solution selected through the City of Helsinki's competitive bidding process (xx/xx/xxxx). The procurement of the trial will be carried out as part of the City of Helsinki Innovation Fund's project: Helsinki as a development and trial testbed for companies.

4. The trial as specified in the agreement

a. Trial procurement

The procurement covers the co-development of an ethical artificial intelligence (AI) solution for the needs of learning. The trial will be carried out in cooperation with the City of Helsinki Education Division.

b. Objectives of the trial

The aim of the trial is to co-develop an AI-based Learning Analytics solution/application, which is built considering the perspectives of diverse learners and equal opportunities for learning. The solution will be developed together with the City of Helsinki Education Division, the Economic Development Department of the City Executive Office and other possible expert parties. For the company, the trial provides an opportunity

to develop and pilot new technology and content in a unique environment, together with learners and experts from the City of Helsinki organisation.

c. Processing of personal data in the context of the trial

The trial does not entail the company collecting or using of personal data. The solution needs to work in the City of Helsinki's Microsoft Azure environment. Personal data may be collected and processed by the City of Helsinki Education Division.

5. Agreement period

The procurement applies to a trial period, which will be roughly a year in length and is estimated to begin on 1 June 2022. The trial will end, once the final report is finished and approved by the Client (estimate 30 June 2023).

6. Price of the trial and payment

The price to be paid for the trial is €59,000 + VAT 24%. The method of payment shall be invoicing.

The initial 20% of the total sum shall be paid immediately after signing the agreement. The solution will be evaluated in the middle of the co-creation period, after which an agreement will be made on the completion of the solution. The mid-term evaluation will be carried out by comparing the implementation with the implementation plan presented in the agreement and the tender. The City may stop the trial at the mid-term evaluation if the plan has not been implemented or its completion seems unrealistic. If the mid-term evaluation is approved and the trial is completed, the second 30% instalment of the trial price will be paid to the company. The final 50% will be paid once the City has approved the supplier's final report at the end of the trial.

The payment term shall be 30 days net. The rate of the penalty interest shall be in accordance with the Interest Act. The Client shall provide separate invoicing details to the Supplier.

7. Amending the agreement

Any amendments to this agreement shall be made in writing, and they require express approval from both parties.

8. Validity of the agreement

The contract shall become valid once both contracting parties have signed the contract. The contract shall remain valid for the duration of the contract period.

The supplier undertakes to provide information on the impacts of the trial conducted with the City (Client) on its business operations for a period of two years following the

trial. For the sake of clarity, it should be noted that, when referring to information provided by the Supplier, this information is considered to constitute general details about the Supplier's business activities, which should not include trade secrets or other confidential information.

9. Rights of the parties

During the agreement period, the City of Helsinki may be granted the right to use the products and services being developed under the terms of this agreement. A division or municipal enterprise of the City may not accept gifts or benefits from the company. The company shall have access to the premises on the basis of a separate agreement, as necessary.

10. Responsibilities of the parties to the agreement

The development work shall be conducted as agreed, diligently and with the professionalism required by the task, and the persons responsible for the provision shall have the necessary level of training and qualifications required for their tasks.

The Client shall be responsible for:

- providing the premises, equipment and other necessities for the development platform and the activities specified in this agreement.
- providing the Supplier with sufficient feedback about its activities and products during and after the development project.
- responding to the Supplier's feedback requests within 14 days during the development project.
- designing the co-creation activities with regard to the Supplier's principles, instructions and schedules concerning development work.

The Supplier shall be responsible for:

- providing the requisite products/services for the trial and development efforts.
- ensuring that the product or service fulfils the requirements and specifications itemised in this contract or its appendices
- ensuring that the premises and equipment are maintained appropriately and used only to the extent necessary for the purposes of this contract
- designing the co-creation activities with regard to the Client's principles, instructions and schedules concerning development work
- ensuring that the Client provides sufficient information for the purposes of producing and developing a service.

11. Marketing and publicity

The Supplier's products may be used for trial purposes, in the context of which displaying the company's logo is permitted. Company representatives may also display the company's logo and visual appearance on their clothing, for example, when visiting the City's facilities.

The Client shall be responsible for informing the staff of the trial schedule and the ongoing co-creation activities, followed by which the Supplier and Client shall jointly agree on communications. The Supplier shall have any communication materials approved by the Client in advance.

The Supplier may not publish any photographs taken in the context of the trial without separate permission.

The Supplier may not use the City of Helsinki as a reference without separate agreement.

12. Intellectual property rights

The innovation competition involves procuring a trial implementation, not the technology, code or equipment that make it possible on a permanent basis. Thus, the intellectual property rights for the product or service being tested shall remain with the Supplier of the trial.

Whether any possible product development or business ideas generated during the experiment belong within the scope of business secrecy shall be based on separate agreements.

13. Employer obligations

The Supplier shall also be responsible for the statutory employer obligations concerning their staff and property. By separate request, the Supplier shall grant the customer access to the insurance documents described above.

14. Subcontractors

The Supplier shall be required to make an agreement with the Client concerning the use of any external service providers. The Supplier shall be responsible for the work performed by subcontractors to the same extent as it is responsible for its own work. The contractual obligations applicable to the Supplier are equally applicable to subcontractors.

Name and business ID of subcontractor:

15. Liability for damages

The parties shall be liable to compensate the other party for any direct damage occurring due to a breach of agreement on their behalf.

The maximum extent of the parties' liability to compensate is two (2) times the calculated value of the procurement agreement.

The aforementioned limitations of liability do not apply if a party has caused the damage intentionally or through gross negligence, violated the obligation of secrecy or infringed on any intellectual property rights. In such instances the party suffering the damage has the right to compensation for indirect damage as well.

16. Compensation for damage incurred by users of the service as a result of the Supplier's breach of agreement

If the Supplier causes damage to a third party when fulfilling obligations under this agreement, and if on some grounds the Client bears primary responsibility for the said damage, the Client is entitled to claim from the Supplier damages equal to those paid by the Client to the third party.

17. Settlement of disputes and applicable law

The parties shall attempt to resolve any possible disputes through negotiations. If this cannot be performed within a reasonable period of time, the disputes shall be resolved by the District Court of Helsinki.

The procurement agreement shall be governed by the laws of Finland, excluding its provisions concerning conflict of laws.

18. Transfer of the agreement

The agreement may not be transferred to a third party. If a party is merged with a third party, the party shall be required to notify the other party of this in writing. The impact of the merger on the continuation of this agreement shall be determined on a case-by-case basis.

19. Termination of the agreement

Both parties shall have the right to terminate the agreement if the fulfilment of the agreement is delayed for more than two (2) months due to the other party.

Both parties shall have the right to terminate the agreement if the other party does not perform their obligations in accordance with the agreement and fails to correct this without undue delay in spite of a reminder. The agreement may also be terminated in the event of repeated breaches of the terms of this agreement on the part of a party or a significant change in the quality or properties of the product without a separate agreement with the Client.

The agreement may be terminated immediately if, during the contract period, it becomes apparent that the background or activities of the Client or Supplier involve illegal activities or activities not in the spirit of the law that might jeopardise the reputation and public image of the other contracting party.

If the termination is due to a reason attributable to the Supplier, the Client has the right to recover any payments made on the basis of the agreement.

The other party shall be notified of the termination of the agreement in writing, and the termination notification shall include the grounds for the termination of the agreement.

20. Force majeure

The other party shall be notified of a force majeure event without undue delay once such an event has occurred. Force majeure refers to unforeseen circumstances independent of the parties that the parties are not capable of influencing and the impact of which cannot be avoided or overcome by the parties.

If the fulfilment of this agreement is delayed for more than two (2) months due to a force majeure event, the parties shall have the right to terminate the agreement.

21. Order of validity of the agreement documents

The agreement consists of this agreement document and the following appendix:

General Terms of Public Procurement in Service Contracts (JYSE 2014 Services, updated version April 2017), <https://vm.fi/documents/10623/4796804/JYSE+Services+April+2017.pdf/0385fc79-3f99-4946-bed5-de73cf8f3b20/JYSE+Services+April+2017.pdf?t=1505119740000>).

The above-mentioned agreement documents and the terms and conditions therein are mutually complementary.

The JYSE 2017 Services terms shall be applied to the extent that this agreement document does not expressly deviate from them.

If agreement documents are in conflict with each other, they shall be adhered to in the following order of validity:

1. This agreement document
2. Invitation to tender
3. JYSE 2014 Services
4. Tenderer's offer

22. Signatures

This agreement has been drawn up in two (2) identical copies, one for each party.

Helsinki XX/XX/2022

Client

Supplier

Name

Title

City of Helsinki

Name

Title

Name of the company