

Annex 2 - Draft framework agreement

Name of the procurement: Mentoring Services in the RAISE Project
Contracting authority: KIRAHub (KIRA-InnoHub ry)

KIRAHub (KIRA-InnoHub ry), Business ID 2958830-3, address Lapinlahdenkatu 16, 00180 Helsinki, represented by CEO Teemu Lehtinen (hereinafter the Client),

and

_____, Business ID/personal identity code _____, address _____
(hereinafter the Service Provider or Mentor), represented by _____,

hereinafter individually also a Party and jointly the Parties, enter into this framework agreement (hereinafter the Agreement) on the basis of the results of the procurement procedure for 'Mentoring Services in the RAISE Project' (hereinafter the Procurement) on the following terms:

1. CONTRACT DOCUMENTS AND INTERPRETATION

- 1.1. This Agreement is based on the Service Provider's tender selected as successful in procurement lot no. _____ (_____) in the Procurement conducted by the Client and on the procurement documents for that Procurement.
- 1.2. The framework agreements concluded separately with the Service Providers selected as successful in procurement lot no. _____ collectively constitute a single framework arrangement for the relevant subject matter (procurement lot), under which orders will be placed.
- 1.3. The contract documents comprise this Agreement, its annexes, amendments agreed after the conclusion of the Agreement and any other agreements.
- 1.4. At the time of conclusion, the following annexes form part of the Agreement:
 - 1.4.1. Annex No. 1 - the procurement documents and their annexes;
 - 1.4.2. Annex No. 2 - the tender submitted by the Service Provider in the procurement procedure (hereinafter the Tender);
- 1.5. If the provisions of the documents referred to in section 1.4 of the Agreement conflict with one another, or if the provisions of those documents conflict with other legislation or documents relating to the Agreement, the Parties will apply the following order of precedence:
 - 1.5.1. the procurement documents and their annexes;
 - 1.5.2. the Agreement;
 - 1.5.3. the Tender;
 - 1.5.4. legislation;
- 1.6. All documents referred to in section 1.4 of the Agreement supplement one another, and the Service Provider undertakes to fulfil all obligations and requirements arising from those documents and from legislation. The Service Provider must also fulfil any obligations not expressly stated in the Agreement and perform any actions not expressly stated in the Agreement that are necessary to achieve the objective defined in the Agreement.
- 1.7. The headings used in the Agreement are intended to facilitate reading and do not in any way limit or affect the meaning or interpretation of its provisions. Unless the context requires otherwise, words used in the singular in the Agreement also include the plural, and vice versa.
- 1.8. Terms used in the Agreement will be defined on the basis of the relevant provisions of the Agreement and the procurement documents.
- 1.9. Termination or expiry of the Agreement does not affect the fulfilment of obligations that, by their nature, remain in force after the Agreement ends, such as confidentiality obligations.

2. SUBJECT MATTER AND TERM OF THE AGREEMENT

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- 2.1. The subject matter of the Agreement is the provision of mentoring services to a company designated by the Client (hereinafter also the Customer or Mentee) in accordance with the terms set out in the procurement documents and their annexes and in this Agreement (hereinafter the Service).
- 2.2. The Agreement enters into force when it has been signed by both Parties and remains in force until 1 May 2028 or until the maximum monetary value of the procurement lot is reached, whichever occurs first.
- 2.3. By entering into the Agreement, the Client does not undertake to place orders or to order any specific quantity of Services.
- 2.4. The Client is entitled to extend the Agreement by up to 6 months if no new agreement has been concluded following a new procurement and the maximum value of the relevant procurement lot specified in section 2.5 of the Agreement has not been reached. To extend the Agreement, the Client must submit a proposal to the Service Provider at least in a format reproducible in writing.
- 2.5. The aggregate maximum monetary value of the framework agreements concluded for the procurement lot referred to in section 1.1 is EUR _____ (including VAT).

3. ORDERING SERVICES UNDER A MULTI-PROVIDER FRAMEWORK AGREEMENT

- 3.1. The procedure for placing orders (concluding procurement contracts) set out in this section applies when an agreement has been concluded with more than one Service Provider for the procurement lot referred to in section 1.1 of the Agreement.
- 3.2. Services will be ordered under the framework agreement, meaning that procurement contracts will be concluded, according to the Client's needs and in accordance with the terms set out in the Agreement and the procurement documents.
- 3.3. When a specific mentoring need arises, a procurement contract will be concluded as follows:
 - 3.3.1. On the basis of the specific mentoring need, the Client will select a Service Provider from among the Service Providers that have entered into an agreement for the procurement lot referred to in section 1.1, using the following criteria:
 - 3.3.1.1. suitability of the Mentor - 80 points;
 - 3.3.1.2. the Mentor's hourly rate - 20 points.
 - 3.3.2. The suitability of the Mentor will be assessed on the basis of the documents included in the tender submitted by the Service Provider in the procurement procedure (Mentor Information Form, CV or LinkedIn profile), using the following evaluation method:
80 points - the Mentor's previous experience and background provide excellent support for resolving the challenges of the Mentee concerned and give reason to assume that the Mentor will help the Mentee resolve the challenges in the best possible manner.
40 points - the Mentor's previous experience and background provide moderate support for resolving the challenges of the Mentee concerned and give reason to assume that the Mentor will provide moderate assistance to the Mentee in resolving the challenges.
1 point - the Mentor's previous experience and background provide only limited support for resolving the challenges of the Mentee concerned and give reason to assume that the Mentor will not help the Mentee resolve the challenges or will provide only limited assistance.
 - 3.3.3. Method for evaluating the Mentor's hourly rate:
The Mentor with the lowest hourly rate will receive the maximum number of points, and the others will receive proportionally fewer points according to the following formula: 'weighting' - ('tender price' - 'lowest price') / 'highest price' x 'weighting'.
 - 3.3.4. The proposal to provide the Service will be made to the Service Provider that receives the highest score in the evaluation. Ties will be resolved by drawing lots.
 - 3.3.5. If the highest-scoring Service Provider does not confirm to the Client that it will provide the Service within 2 working days after the Client sends the proposal, the Client is entitled to request the Service from the next Service Provider in the ranking, and so on.
- 3.4. A written procurement contract will be concluded with the Service Provider.
- 3.5. In accordance with the Finnish Act on Public Procurement and Concession Contracts, the Client is entitled to conclude a procurement contract with a Service Provider of its choice that is a party to the framework agreement for the procurement lot referred to in section 1.1, provided that the aggregate value of such procurement contracts does not exceed 20 per cent of the total value of the relevant lot under the framework agreement and that the value of each such procurement contract is below the public procurement threshold.

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- 3.6. The Agreement does not prevent the Client from ordering the Service from Service Providers that are not parties to the framework agreement. When ordering a Service outside the Agreement, the Client will comply with the Finnish Act on Public Procurement and Concession Contracts.

4. ORDERING SERVICES UNDER A SINGLE-PROVIDER FRAMEWORK AGREEMENT

- 4.1. The procedure for placing orders set out in this section applies when an agreement has been concluded with one Service Provider for the procurement lot referred to in section 1.1 of the Agreement.
- 4.2. When mentoring services are required, the Client will contact the Service Provider to order the Service, and the order will be fulfilled at the hourly rate specified in the Agreement.
- 4.3. A written procurement contract will be concluded with the Service Provider.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider is entitled to:
- 5.1.1. receive from the Client the information necessary to provide the Service;
 - 5.1.2. receive from the Client the compensation specified in the Agreement for a Service duly provided;
 - 5.1.3. use the Client's name and logo in its marketing materials and public communications;
 - 5.1.4. involve third parties, including the Service Provider's employees, in the provision of the Services only with the Client's prior consent.
- 5.2. The Service Provider is obliged to:
- 5.2.1. strictly comply with the requirements set out in the procurement documents and their annexes;
 - 5.2.2. take the interests of the recipient of the Service into account in the same manner as the interests of the Client when providing the Service;
 - 5.2.3. provide the Service with the care required of a professional in the relevant field;
 - 5.2.4. send the Project Manager by email a working-time report and a summary of the provision of the Service no later than the 3rd day of the calendar month following the calendar month to be invoiced;
 - 5.2.5. comply with the Client's instructions when providing the Service and refrain from any action that could hinder achievement of the objectives of the Service;
 - 5.2.6. ensure compliance with the confidentiality obligations specified in the Agreement;
 - 5.2.7. provide the Service in accordance with the contract documents and perform the procurement contracts at least to the quality level specified in the relevant documents;
 - 5.2.8. notify the Client and agree with the Client by email on the terms and continuation of the Service before providing the mentoring service if the Mentee contacts the Service Provider directly to obtain the Service or enter into agreements relating to it without first notifying or agreeing with the Client;
 - 5.2.9. take into account the instructions and comments provided by the Client during the work;
 - 5.2.10. immediately notify the Client's representative by email of any circumstances preventing performance of the work, of any intention by the Service Provider to deviate from the Client's instructions for performance of the Agreement, and of any circumstances that may give the Client reason to amend those instructions;
 - 5.2.11. not assign rights and obligations relating to the provision of the Service to third parties;
 - 5.2.12. use the same person to provide the Service as was proposed in the tender submitted during the procurement procedure. If a change of team member is requested, it must be ensured that the persons performing the work have at least the qualifications and experience required in the procurement documents. The Client must be informed of the need to change a team member as soon as possible and provided with documents describing the new member's experience. Any change of team member requires the Client's consent, provided at least by email.

6. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 6.1. The Client is entitled to:
- 6.1.1. require the Service Provider to provide the Service;
 - 6.1.2. use the Service Provider's name and image in its marketing materials and public communications;
 - 6.1.3. give the Service Provider justified instructions for performance of the Agreement with regard to the contractual obligations to be fulfilled by the Service Provider;

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- 6.1.4. request information on performance of the Agreement at any time, in which case the Service Provider must provide the information immediately;
 - 6.1.5. claim compensation for damage caused by a breach of the Agreement or a procurement contract in addition to the contractual penalty agreed in the Agreement;
 - 6.1.6. exercise any other rights reserved to the Client in the procurement documents and/or the Agreement;
 - 6.1.7. monitor fulfilment of all obligations arising from the Agreement and a procurement contract throughout the term of the Agreement or procurement contract.
- 6.2. The Client is obliged to:
- 6.2.1. provide the Service Provider with the information, documents and instructions necessary to provide the Service;
 - 6.2.2. pay the Service Provider the compensation agreed in the Agreement for work duly performed.

7. ACTS DETRIMENTAL TO THE INTERESTS OF THE PARTIES

- 7.1. The Parties undertake to refrain from any activity detrimental to their interests, including compliance with the following obligations:
- 7.1.1. The Parties will observe high professional and ethical standards in their cooperation. All activities and communications must support integrity, respect and transparency.
 - 7.1.2. The Parties will behave courteously, refrain from disparaging or discourteous communications, and comply with confidentiality obligations and the agreed framework for cooperation.
 - 7.1.3. Entering into direct agreements outside the cooperation, damaging the reputation of the other Party or using resources without authorisation is not permitted.
 - 7.1.4. The Service Provider undertakes to avoid conflicts of interest, meaning situations in which a conflict between its own interests or those of third parties prevents it from representing the Mentee's interests in the best possible manner. A risk of a conflict of interest will also be regarded as a conflict of interest. If a conflict of interest or a risk thereof arises, the Service Provider undertakes to notify the Client immediately and to suspend provision of the Service without delay. The occurrence of a conflict of interest does not release the Service Provider from the confidentiality obligation specified in the Agreement.
 - 7.1.5. The content of the Agreement and information obtained on the basis of and in connection with performance of the Agreement are confidential and may not be disclosed to third parties, except as provided by law or the Agreement.
 - 7.1.6. A Party that breaches the confidentiality obligation must compensate the other Party for damage caused by the breach. A Party is responsible for any breach of confidentiality by its employees and by any other persons it uses in its business or professional activities and undertakes to compensate for the resulting damage.
 - 7.1.7. Each Party must comply with the confidentiality obligation during the term of the Agreement and for 5 (five) years after the Agreement ends.

8. PRICE AND PAYMENT PROCEDURE

- 8.1. The hourly rate for providing the Service in accordance with the terms set out in the procurement documents is EUR _____.
- 8.2. The price of the work will be determined on the basis of the hourly rate specified in the Agreement and the quantity of Services provided.
- 8.3. The Client will compensate the Service Provider for providing the Service according to the actual quantity of the Service provided. After each calendar month, the Service Provider must submit to the Client's contact person a report of the work performed and working time no later than the 3rd day of the calendar month following the calendar month to be invoiced.
- 8.4. For payment of compensation, a Service Provider operating as a company, including a sole trader, must submit an invoice no later than the 5th day of the calendar month following the invoicing period. The invoice must correspond to the working-time report submitted to the Client.

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- 8.5. Compensation will be paid to the Service Provider's bank account once per calendar month. The Client must pay invoices submitted for work duly performed within 21 (twenty-one) days of submission. Service Providers acting as natural persons will be paid within 21 (twenty-one) days after a work report has been submitted to and approved by the Client.
- 8.6. If the Service Provider is a natural person, the Client will deduct all statutory taxes and contributions from the hourly rate stated in the Tender when paying compensation for the Service.
- 8.7. The compensation includes all costs incurred by the Service Provider that are directly related to the provision of the Services and have been approved in advance by the Client. If the Client and the Service Provider have agreed that the Services will be provided outside Finland, the Client must also reimburse the Service Provider for justified and verified service-related expenses, particularly travel and accommodation expenses, that have been agreed with the Client in advance.
- 8.8. If the Service Provider performs additional actions to provide the Service that have not been agreed in the Agreement, the Service Provider is entitled to claim additional compensation for them only on the basis of an agreement between the Parties made in writing or in a format reproducible in writing.
- 8.9. The Client is entitled to withhold compensation for a Service whose provision was not agreed by the Service Provider in accordance with the Client's requirements and which the Client did not approve in a format reproducible in writing before the advice was provided.
- 8.10. If fulfilment of a payment obligation specified in the Agreement is delayed, the Party undertakes to pay default interest of 0.05 per cent (zero point zero five per cent) of the outstanding amount per day.
- 8.11. The Service Provider must repay to the Client any payment exceeding the amount specified in the Agreement within 21 days of receiving notification thereof.

9. LIABILITY

- 9.1. The Parties acknowledge that if they fail to fulfil their contractual obligations or fulfil them inadequately, they will be liable to the other Party to the extent provided in the Agreement and by law. In addition to the contractual penalties, default interest and other consequences specified in the Agreement, the Party in breach must compensate the other Party for damage caused by its acts or omissions.
- 9.2. Delay in fulfilling an obligation or exercising a right under the Agreement does not release the Party from the obligation or constitute a waiver of the right. Full or partial fulfilment of an obligation or full or partial exercise of a right also does not prevent later fulfilment of that obligation or exercise of that right, unless otherwise provided in the Agreement.
- 9.3. In the event of a breach of the Agreement, the Client will be liable to the Service Provider only if the breach was caused by gross negligence or intent. In all cases, the Client will be liable only for direct financial loss incurred by the Service Provider. Loss of income will not be compensated.
- 9.4. The Client is not liable for damage caused to the Service Provider by acts or omissions of the Client's partners or third parties, including Mentees, cooperation partners and investors. The Service Provider must submit any claims arising from acts or omissions of third parties directly to the party that caused the damage.
- 9.5. If, while providing the Service, the Service Provider causes damage through its acts or omissions to a Mentee, the Client's partners or third parties, the injured parties are entitled to submit the relevant claims directly to the Service Provider (a contract for the benefit of a third party).
- 9.6. The Client is entitled to claim, and the Service Provider is obliged to pay, a contractual penalty of EUR 500 (five hundred) for each breach of the framework agreement, unless otherwise provided in section 9.7 of the Agreement.
- 9.7. If the obligations specified in sections 5.2.11-5.2.12 and 7.1 of the Agreement are breached, the Party in breach undertakes to pay the other Party a contractual penalty of EUR 5,000 (five thousand) for each breach.
- 9.8. The purpose of the contractual penalty is to secure fulfilment of the obligation, not to replace it.
- 9.9. The Client is entitled to deduct the amounts of its contractual penalty and damages claims from the compensation payable to the Service Provider under a procurement contract by notifying the Service Provider in advance.
- 9.10. Payment of contractual penalties under the Agreement and compensation for damage caused do not release the Party in breach from fulfilling its contractual obligations, unless fulfilment of the obligation is no longer possible for a reason arising from the procurement contract.

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10. TERMINATION OF THE AGREEMENT

- 10.1. The Client is entitled to terminate the Agreement with immediate effect if:
 - 10.1.1. it becomes apparent that the Service Provider provided incorrect information in the tender, including its annexes, submitted during the procurement procedure or in the Agreement;
 - 10.1.2. the Service Provider does not meet the requirements set by legislation governing the field in which the work is performed or its qualifications do not meet the conditions required for performance of the work;
 - 10.1.3. the Service Provider materially breaches an obligation arising from the Agreement or by law and has not remedied the breach within the period specified by the Client. The Client considers a material breach to include, among other things, the Service not complying with the contract terms or repeated breach of an obligation specified in the Agreement, regardless of the nature of the obligation, including:
 - 10.1.3.1. improper provision of the Service;
 - 10.1.3.2. failure by the Service Provider to provide the Service in accordance with the quality principles and/or ethical principles of the relevant field;
 - 10.1.3.3. repeated failure by the Service Provider to comply with agreed deadlines;
 - 10.1.3.4. provision of false information;
 - 10.1.3.5. breach of the confidentiality obligation;
 - 10.1.3.6. disclosure or use of the Mentee's business secrets or confidential information;
 - 10.1.3.7. assignment of contractual obligations to a third party;
 - 10.1.3.8. breach of the obligation to avoid conflicts of interest;
 - 10.1.3.9. a breach of the Service Provider's obligations gives the Client reasonable grounds to assume that the Service Provider will also fail to fulfil its obligations in the future.
- 10.2. The Service Provider is entitled to terminate the Agreement with immediate effect if:
 - 10.2.1. fulfilment of the Service Provider's contractual obligations has become impossible for a reason attributable to the Client, meaning repeated breach of the Agreement by the Client;
 - 10.2.2. the Client has unjustifiably delayed payments under the Agreement by more than 60 (sixty) calendar days.
- 10.3. If the Agreement ends prematurely, the Service Provider is entitled to compensation for the Service actually provided in accordance with the Agreement.
- 10.4. Either Party may terminate the Agreement unilaterally by giving the other Party 60 (sixty) days' prior notice. Termination of the Agreement does not automatically terminate procurement contracts previously concluded under it.

11. FORCE MAJEURE

- 11.1. Failure to fulfil, or inadequate fulfilment of, obligations arising from the Agreement will not be regarded as a breach of the Agreement or its annexes if caused by force majeure. The Parties will regard as force majeure the unforeseeable circumstances and events referred to in Finnish law of obligations that are beyond their control or that the Parties could not have foreseen when entering into the Agreement or its annexes.
- 11.2. A Party whose performance of contractual obligations is prevented by force majeure must immediately notify the other Party thereof in writing and fulfil its obligations after the force majeure ceases. If force majeure occurs, the time limits under the Agreement will be extended by a period corresponding to the duration of the impediment.
- 11.3. If force majeure continues for more than 2 (two) calendar months, the Client is entitled to terminate the Agreement. In that event, neither Party is entitled to claim compensation from the other Party for damage caused by non-performance or inadequate performance of the Agreement.

12. CONTACT PERSONS OF THE PARTIES AND DELIVERY OF NOTICES

- 12.1. All notices and other legally relevant information will be deemed duly delivered if sent by email to the contact person designated in the Agreement. Notices or information provided solely for information purposes may also be delivered by telephone.

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- 12.2. The Client's contact persons and Project Managers are entitled to order the Service on behalf of the Client.
- 12.3. The Parties' contact persons and contact details relating to performance of the Agreement are as follows:

Client's contact person:

Service Provider's contact person:

Name:

Name:

Telephone:

Telephone:

Email:

Email:

- 12.4. A Party may change at any time its contact details for notices or other information and its contact persons by notifying the other Party thereof. The notice must be sent by email.
- 12.5. The Client's contact person is authorised to arrange monitoring of performance of the Agreement and compliance with the schedule, notify the other Party of delays and changes, accept work on behalf of the Client and submit complaints. If the Client's contact person is absent from work due to holiday, business travel, illness or another reason, a person designated by the Client will have the same rights.

13. PROCESSING OF PERSONAL DATA

- 13.1. The Parties undertake to process personal data only on the grounds and in accordance with the procedures laid down in the General Data Protection Regulation (GDPR) and to comply with all other applicable legislation concerning the processing of personal data.

14. AMENDMENT OF THE AGREEMENT AND OTHER TERMS

- 14.1. The Agreement may be amended by mutual agreement of the Parties subject to the conditions laid down in the Finnish Act on Public Procurement and Concession Contracts. All amendments must be made in the same form as the Agreement.
- 14.2. The Parties confirm that, according to their reasonable assessment, no term of the Agreement unreasonably harms the other Party and that the Parties' rights and obligations are balanced under the Agreement. The Parties also confirm that they consider all terms of the Agreement reasonable and undertake to comply with them.
- 14.3. All disputes arising from or relating to the Agreement will be resolved through negotiations. Any dispute, disagreement or claim arising from or relating to the Agreement, its breach, termination or invalidity that the Parties have been unable to resolve through negotiations will be resolved at first instance by the Helsinki District Court.
- 14.4. The Agreement is governed by the laws in force in Finland.

15. SIGNATURES OF THE PARTIES

Client:

Service Provider:

(signature)

(signature)