

Annex 3 - Draft procurement contract

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

1. PARTIES

Client

KIRAHub (KIRA-InnoHub ry)
Business ID: 2958830-3
Lapinlahdenkatu 16, 00180 Helsinki
Contact person: Teemu Lehtinen
Email: [●]

Service Provider

[Selected tenderer]
Business ID / personal identity code: [●]
Address: [●]
Contact person: [●]
Email: [●]

The Client and the Service Provider are hereinafter referred to individually as a "Party" and jointly as the "Parties".

2. CONTENT OF THE CONTRACT

2.1. This procurement contract concerns the mentoring service procured for the RAISE project (hereinafter the "Service"). The Service Provider will provide the Service in accordance with its tender [name, date and submitter of the tender] and this Contract.

2.2. In the event of a conflict between this Contract and the tender, this Contract will take precedence. The Parties may specify the practical implementation of the Service in writing, provided that the specification does not alter the essential terms of the procurement.

3. SERVICE UNDER THE CONTRACT

3.1. The Service Provider will provide the mentoring service as follows: [describe specifically the Mentor's tasks, the number and duration of meetings, the method of delivery, the participants and the schedule].

3.2. Mentee company or person receiving the Service: [●]. Mentor providing the Service: [●].

3.3. The objectives and intended results of the Service are:

- [objective 1]
- [objective 2]
- [objective 3]

3.4. In connection with the Service, the Service Provider will deliver or produce at least the following materials and reports:

- [initial plan or other agreed material]
- [progress monitoring / interim reporting]
- [final summary and any other output material]

3.5. The Service Provider will treat information received during mentoring as confidential and will not disclose it to third parties without the prior written consent of the person providing the information and the Client, unless disclosure is required by law.

4. CONTRACT PERIOD

4.1. The Service will be provided during the period [dd.mm.yyyy-dd.mm.yyyy].

4.2. The Contract enters into force when both Parties have signed it and ends when the Parties have fulfilled their obligations under the Contract, but no later than [dd.mm.yyyy], unless the Contract is terminated earlier in accordance with its terms.

RAISE

5. SUBCONTRACTORS

5.1. The Service Provider may use a subcontractor to provide the Service only with the Client's prior written consent. The Service Provider is responsible for the work of its subcontractors as for its own work.

5.2. The subcontractors approved when the Contract is concluded are: [no subcontractors / name and role of subcontractor].

6. PRICE OF THE SERVICE

6.1. The total price of the Service is [●] ([amount in words]) euros excluding value added tax. Value added tax will be added in accordance with applicable legislation.

6.2. The price includes all costs incurred by the Service Provider in providing the Service, unless expressly agreed otherwise in this Contract. Any travel expenses or other expenses to be reimbursed separately must be agreed in writing in advance.

7. PAYMENT INSTALMENTS AND INVOICING

7.1. The Service will be invoiced in the following instalments:

- [instalment 1: amount, invoicing condition and date]
- [instalment 2: amount, invoicing condition and date]
- [optional instalment 3: amount, invoicing condition and date]

7.2. The Service Provider becomes entitled to invoice each instalment when the work and measures relating to that instalment have been completed in a manner approved by the Client.

7.3. The payment term is 21 days net from receipt of a valid invoice. Interest on late payment will be determined in accordance with the Finnish Interest Act.

7.4. The invoice must state "RAISE - mentoring service" as the reference, together with the invoicing and reference details provided by the Client. At the Client's request, the invoice must be accompanied by a report on the tasks performed and the working time used.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Service Provider retains the rights to materials, methods, tools and expertise created before the contract period. The Service Provider grants the Client a perpetual, worldwide and royalty-free right to use any materials delivered to the Client in connection with the Service where their use is necessary for the implementation, reporting and communications of the RAISE project.

8.2. The Mentee's business secrets, personal data and other confidential material disclosed during mentoring do not become the property of the Client. Publication or wider distribution will be agreed separately with the holder of the relevant rights.

9. DAMAGES AND THE SERVICE PROVIDER'S INSURANCE

9.1. A Party is liable to the other Party for direct damage caused by its breach of contract. A Party is not liable for indirect damage unless the damage was caused intentionally or through gross negligence.

9.2. The Service Provider is responsible for ensuring that it has the permits required to provide the Service and insurance appropriate to the nature and scope of its operations.

9.3. The Service Provider will provide the Service in accordance with applicable legislation, including legislation on the protection of personal data. If the Service Provider processes personal data on behalf of the Client, the processing of personal data will, where necessary, be governed by a separate data processing agreement.

10. AMENDMENT OF THE CONTRACT

10.1. Amendments to the Contract must be made in writing and duly approved by the Parties. Material amendments must be made by an amendment agreement signed by the Parties. Amendments must comply with public procurement legislation.

RAISE

11. DISPUTES

11.1. Any disputes arising from the Contract will primarily be resolved through negotiations between the Parties. If no solution is found within 60 days of the start of negotiations, the dispute will be resolved at first instance by the Helsinki District Court.

11.2. The Contract is governed by Finnish law, excluding its conflict-of-law rules.

12. SANCTIONS DECLARATION

12.1. The Service Provider declares that it, the members of its administrative, management or supervisory bodies, persons exercising control over it, its direct or indirect owners, and the subcontractors participating in performance of the Contract or the aforementioned persons associated with those subcontractors are not subject to sanctions or asset-freezing decisions imposed by the European Union, the United Nations or the Finnish authorities.

12.2. The Service Provider will notify the Client without delay if the circumstances referred to in section 12.1 change and will, upon request, provide information on its owners, beneficial owners and subcontractors.

12.3. If a party referred to in section 12.1 becomes subject to a sanction, or if a payment or other performance under the Contract may directly or indirectly benefit a sanctioned party, the Client is entitled to terminate the Contract immediately, in whole or to the extent required by the sanction.

13. TERMINATION OF THE CONTRACT

13.1. A Party may terminate the Contract with immediate effect by written notice if the other Party materially breaches the Contract and, despite written notice, fails to remedy the breach within a reasonable period.

13.2. The Client is also entitled to terminate the Contract with immediate effect if the Service Provider is declared bankrupt or placed in liquidation, becomes insolvent, provides materially incorrect information in the procurement procedure, or ceases to meet the eligibility requirements for providing the Service.

13.3. Upon termination of the Contract, the Service Provider is entitled to compensation for the Service properly performed and approved by the Client up to the date of termination. Termination does not affect obligations intended to remain in force after the Contract ends.

14. VALIDITY AND SIGNATURES

14.1. The Contract is concluded when both Parties have signed it. It remains in force for the contract period agreed in section 4 and thereafter to the extent required by the nature of the obligations.

14.2. The Contract will be signed electronically.

Helsinki, [dd.mm.yyyy]

CLIENT

KIRAHub (KIRA-InnoHub ry)

SERVICE PROVIDER

[Selected tenderer]

Name: [●]

Position: [●]

Name: [●]

Position: [●]