

Annex 5 – Model Agreement for Granting State Aid to a Company

Procurement title: AI development services in the RAISE project

Contracting authority: KIRAHub (KIRA-InnoHub ry)

Service Agreement

/to be signed electronically/

This Service Agreement (the “Agreement”) is signed electronically on the date

Name, Business ID _____, address _____, email address _____ (the “Operator”), represented by _____; and

Name, Business ID _____, address _____, email address _____ (the “Company”), represented by _____, hereinafter individually a “Party” and collectively the “Parties”,

WHEREAS:

The Service Provider provides this development service under and in accordance with the agreement concluded with KIRA-InnoHub ry (hereinafter KIRAHub) as a result of the public procurement procedure “AI development services in the RAISE project” (hereinafter the Procurement Contract). The procurement was financed from European Union funds under the grant agreement signed by the Regional Council of Southwest Finland and SA Tallinna Teaduspark Tehnopol on 15 April 2026, within project No. CB1000544, “Regional AI Initiative for Scaling Enterprises (RAISE)”. The lead partner is the Tallinn Science Park Tehnopol Foundation. The project is funded under the Central Baltic Programme.

The Parties have agreed as follows:

1. Subject matter of the Agreement

- 1.1. The Service Provider shall provide AI development services (the “Service”) to the Company.
- 1.2. The Commissioning Party shall provide the Service to the Company free of charge. KIRAHub shall pay the Commissioning Party for the Service in accordance with the terms of the Procurement Contract. The total cost of the services for one company shall not exceed EUR 14,000, which is treated as aid to the Company.
- 1.3. The provision of services to companies constitutes de minimis aid within the meaning of Commission Regulation (EU) 2023/2831 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (hereinafter the provisions of the de minimis Regulation and § the provisions of the de minimis Aid Regulation). The maximum amount deemed to be de minimis aid granted to a company as a result of the procurement is EUR 14,000 (excluding VAT).

2. Result of the Service and publication of the Result

- 2.1. Upon delivery of the Service, a handover certificate shall be prepared and signed by the Service Provider and the SME’s representatives. The certificate shall state the name and volume of the Service provided.
- 2.2. The result of providing the Service shall be _____ (the “Result”). Intellectual property rights specifically arising in the Result created under the project shall belong to the SME (see section 4.3).

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- 2.3. The Parties agree that the Service Provider may publish the Result in accordance with the terms of the agreement between the Service Provider and KIRAHub.

3. Rights and obligations of the Company

- 3.1. The Company shall be entitled to receive the Service in accordance with the Agreement.
- 3.2. The Company shall:
- 3.2.1. Keep records of all de minimis aid paid to it and inform the contracting authority of the total amount of de minimis aid when the Result is handed over;
 - 3.2.2. Where necessary, provide the auditor and inspector with information on compliance with the State aid conditions;
 - 3.2.3. Reimburse the costs of the Service in accordance with section 3.3, where applicable.
- 3.3. The Company shall repay the aid covering the costs of the Service if it becomes apparent that the grounds referred to in section 1.3 could not be applied to the aid granted to the Company. In that event, the aid granted to the Company shall be repaid to KIRAHub using the following bank details: OP Uusimaa FI0955412820028463. The aid subject to recovery must be repaid to KIRAHub within 14 days of receipt of the corresponding notice.
- 3.4. The Commissioning Party shall:
- 3.4.1. Provide the Service on the agreed terms;
 - 3.4.2. Keep records of the volume of the Service provided, taking into account that the price of the Service shall not exceed EUR 14,000 (excluding VAT);
 - 3.4.3. Transfer to the Company the source code, configurations, prompts, documentation, data schemas, model scales, tests, implementation instructions, etc. supplied by the SME to the Service Provider, in order to achieve the purpose of the Agreement.
 - 3.4.4. The Service Provider must not use SME data to train general-purpose models without written permission.

4. Final provisions

- 4.1. Assignment of the Agreement. The Company may not assign or transfer its rights and obligations under the Agreement to third parties.
- 4.2. Confidentiality. The contents of the Agreement and information obtained under and during the performance of the Agreement that constitutes a Party's trade secrets are confidential and may not be disclosed to third parties, except as provided by law or the Agreement. Disclosure of information under section 2.2 and use of intellectual property relating to the Result in accordance with the terms of the Agreement shall not constitute a breach of confidentiality.
- 4.3. Intellectual property rights. The Parties may not use the other Party's intellectual property outside the project. Use of intellectual property belonging to the other Party outside the project is permitted only with the owner's consent. Intellectual property rights specifically created as a result of the project shall belong to the SME.
- 4.3.1. Intellectual property owned by the SME before the project, including data provided to the Service Provider during the project, shall remain the property of the SME.
 - 4.3.2. Software, models and components owned by the Service Provider before performance of the Service shall remain the property of the Service Provider.
 - 4.3.3. The Result specifically created during the project shall belong to the SME. If the Result is based on the Service Provider's intellectual property rights, the Service Provider undertakes to grant the SME an irrevocable, non-exclusive licence, with the right to grant sublicences, for an indefinite period (hereinafter the Licence), covering all economic and moral rights. If Finnish law prohibits,

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in whole or in part, the licensing of moral rights on the above terms, the Licence shall be deemed granted on the broadest terms permitted by Finnish law (including the type of licence, its territory, duration, revocability and sublicensability in respect of each individual moral right). The royalty paid to the Commissioning Party for granting the Licence is included in the price of this Agreement. The Commissioning Party may not demand additional charges from the SME for granting the Licence (including for permitting subsequent uses that are unknown at the time of signing the Agreement). The Licence shall take effect upon acceptance of the work in accordance with the terms of the Agreement. The Licence shall remain valid for the duration of copyright protection. For subsequent modifications, additions, corrections, etc. made to the work by the Commissioning Party, it must be made clear that their author is not the Service Provider or a natural person acting on its behalf.

- 4.3.4. If the work (Result) handed over to the SME by the Commissioning Party also contains intellectual property rights that do not originate from the original Commissioning Party or natural persons acting on its behalf (e.g. copyright-protected works created by third parties unaffiliated with the Commissioning Party), the Commissioning Party undertakes to ensure that it has acquired all necessary economic rights to use the work (Result) for its intended purpose without time limits and without payment to a third party.
- 4.3.5. The right to use open-source and third-party components is governed by their licence terms. When concluding an agreement on the use of commercial software, the Parties shall comply with the licence terms. The Commissioning Party confirms that, in carrying out the work, it will favour commercial software whose use does not entail additional licence fees or restrictions on the SME's use of the work and software.
- 4.3.6. Cloud, API and model services — the right of use is subject to the terms specified by the service provider.
- 4.3.7. The Parties are responsible for ensuring that the software components they provide are properly licensed.
- 4.3.8. By signing the Agreement, the Parties confirm that they hold the copyrights, licences and other intellectual property rights required to perform the Agreement and necessary for the full completion and handover of the work ordered during the Agreement, and that no third party has claims against them.
- 4.3.9. A Party undertakes to resolve any disputes with third parties, its employees or its partners concerning intellectual property rights in licensed or supplied software. If licensing errors in the implementation give rise to a financial or other obligation for the SME, or if the SME is required to cease using the software or any part of it, the SME may require the Service Provider to fulfil that financial or other obligation and/or create a result equivalent to the software or part thereof that is no longer available, free of charge and as quickly as possible, avoiding delays to the SME's development and use.
- 4.3.10. The remuneration payable to the Commissioning Party for the transfer or licensing of all intellectual property rights specified in this section is included in the contract price. The Service Provider shall have no claims for additional charges against the SME or the customer under this section.
- 4.3.11. Copyright matters not governed by the Agreement shall be governed by the copyright legislation in force in Finland.
- 4.3.12. Governing law. The Agreement shall be governed by Finnish law.

The Agreement has been drawn up and concluded in Finnish and signed electronically.