

Cooperation agreement

The City of Helsinki's Six City Strategy: Smart Learning Environments for the Future project's EAC (Easy Access Co-creation) Helsinki programme

1. Parties to the agreement

City City of Helsinki, Economic Development Division,
Innovations and New Experiments Unit
Unioninkatu 28 A, 3rd floor
PO Box 20, 00099 City of Helsinki

Company **Name of company**
Street address
Postal code and city
business ID

2. Contact persons

The City's contact person: **Name, e-mail address, phone number**

The Company's contact person: **Name, e-mail address, phone number**

3. Agreement period

The agreement is a fixed-term agreement for the period of

____.____.____ - ____.____.____

4. Agreement content

The primary purpose of the cooperation is the development of learning environments. Co-creation facilitates the utilisation of new technology in the development of the learning environment, which benefits both learners and the Company.

The operations carried out under this agreement are unpaid.

5. Amendment of the agreement

Amendments to this agreement or its appendices shall be valid only with the written and signed consent of both parties.

6. Objectives and realisation of the cooperation

What is being sought with the cooperation

How the cooperation will progress in practice

7. School(s)

Which of the City of Helsinki's comprehensive schools or upper secondary schools the product will be used in / which teachers / contact person at the school

8. Rights of the parties

During the agreement period, the Schools specified in the cooperation agreement may be granted the right to use the products and services being developed under the terms of this agreement. Schools may not accept gifts or benefits from the Company.

The Company has the right to participate in the use of their product at the School in a separately agreed upon manner. [specify how and to what extent, if necessary].

9. Responsibilities of the parties to the agreement

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

The Company commits to preparing a concise report of the lessons learned during the experiment and submit it to the City's contact person within two (2) months of the conclusion of the experiment.

10. Confidentiality and data security

The parties agree to keep secret all the assets and information that they receive from one another, unless otherwise provided by the Act on the Openness of Government Activities or other imperative legislation, and to not use them for any other purposes than those specified in this agreement.

The processing of personal data is not allowed under this agreement. As such, the Company's product used in the cooperation may not be used to collect any personal data from pupils.

11. Marketing and publicity

The cooperation shall be subject to the same laws and regulations as other cooperation between companies and schools, particularly as regards marketing targeted at minors (Consumer Protection Act 38/1978). The following activities are thus prohibited in the context of the EAC Helsinki programme:

- distribution of Company marketing material to pupils (pens, brochures, t-shirts, etc.)
- direct invitations to purchase targeted at pupils, encouraging a child or young person to pressure their guardians into purchasing the Company's products
- collection of pupils' or under-aged students' personal data for marketing purposes without written permission from their guardians

The Company's products may be used for teaching 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 School's facilities.

The City shall be responsible for informing parents about the cooperation carried out at the School, after which the Company may freely talk about the on-going experiment in public.

The City may freely inform the public about the on-going cooperation.

The Company is allowed to publish photographs taken at the School only if the photographs cannot be used to identify pupils. If the Company wishes to come to a further agreement concerning the appearance of pupils in the company's marketing materials and events, the Company must discuss this and possible compensation separately with the guardians of the under-aged pupils in question or, if the students in question are aged 18 or over, with the students themselves.

12. Intellectual property rights

The Company shall retain all intellectual property rights to the **service/product** that the cooperation pertains to.

The School shall have the right to publicly display, in the manner of their choosing, such as on the School's website, any results created in connection with the provision of the service.

The Company shall make sure that the **service/product** or related material, when used in accordance with this cooperation agreement, does not violate any third party patent rights, copyrights or other intellectual property rights valid in Finland.

13. Insurance policies

The Company shall be required to maintain liability insurance that covers the operations described in this agreement and any direct injuries or damages to a third party. The liability insurance shall be valid for the entirety of the agreement period. The Company shall be responsible for the product liability insurance of the products they represent.

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

14. Subcontractors

The Company shall be required to make an agreement with the City concerning the use of any external service providers. The Company shall be responsible for the work performed by subcontractors as if it were performed by the Company themselves.

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. If a party commits a breach of agreement intentionally or due to gross negligence, the party must also compensate the other party for any indirect damage caused by the breach of agreement.

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

If the Company causes damage to a third party in carrying out its obligations under this agreement, and if the City is on some grounds primarily responsible for the reported damage, the City shall be entitled to receive damages from the Company equal to the amount that the City is primarily responsible for to the third party.

17. Settlement of disputes and applicable law

This agreement shall be governed by Finnish law, with the exception of provisions of Finnish law pertaining to choice of 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.

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 and suspension 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. The City may always terminate the agreement in spite of the deadline specified above if the delay has a significant impact on the basic duties of the School and the Company understood or should have understood this.

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 City.

The agreement may be terminated immediately if, during the agreement period, it becomes apparent that the background or activities of the City or Company involve

illegal activities or activities not in the spirit of the law that might jeopardise the reputation and public image of the other party.

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 documents shall complement each other. 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. other possible documents

22. Signatures

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

Helsinki __. __. 2019

City representative

Company representative

 Santtu von Bruun
 Head of Unit
 City of Helsinki

 Name
 company
 Position in the company