

CONSULTANCY AGREEMENT (DRAFT)

Design of Hermann Waterfront Park (based on a landscape architecture competition)

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CONSULTANCY AGREEMENT Design of Hermann Waterfront Park (DRAFT)**1 AGREEMENT PARTIES****Client**

City of Helsinki / Urban Environment Division / Urban Space and Landscape Planning /
Park and Green Area Planning

Address: PO Box 58215, 00099 City of Helsinki

Business ID: 0201256-6

Consultant

[to be filled out before signing the agreement]

Address: [to be filled out before signing the agreement]

Business ID: [to be filled out before signing the agreement]

2 CONTACT PERSONS

The Client's contact person for agreement-related matters:

Name: [to be filled out before signing the agreement]

Phone: [to be filled out before signing the agreement]

Email: [to be filled out before signing the agreement]

The Consultant's contact person for agreement-related matters:

Name: [to be filled out before signing the agreement]

Phone: [to be filled out before signing the agreement]

Email: [to be filled out before signing the agreement]

The Client's contact person for design-related and technical matters:

Name: [to be filled out before signing the agreement]

Phone: [to be filled out before signing the agreement]

Email: [to be filled out before signing the agreement]

The Consultant's contact person for design-related and technical matters:

Name: [to be filled out before signing the agreement]

Phone: [to be filled out before signing the agreement]

Email: [to be filled out before signing the agreement]

The contact persons are tasked with monitoring and supervising the implementation of the agreement and providing the agreement parties with information on matters related to the implementation of the agreement. The contact person does not have the right to modify the agreement unless the contact person is also authorised to sign the agreement. The agreement party must inform the other party of any changes to the contact persons by email without delay.

3 GENERAL AGREEMENT TERMS AND CONDITIONS

The General Conditions for Consulting KSE 2013 (hereinafter the 'KSE 2013 terms') shall apply to this agreement to the extent that those terms are not derogated from in this agreement document.

4 OBJECT OF THE AGREEMENT

This agreement concerns implementation planning for Hermann Waterfront Park located in the Hermanninranta detailed plan area. A separate agreement will be concluded for implementation planning for the park section located in the Kyläsaari detailed planning area.

5 DEFINITION OF THE ASSIGNMENT

The object/content of the procurement/assignment is defined in greater detail [to be filled out before signing the agreement]

The Consultant must provide the service in Finnish or English.

6 INITIAL DATA

The Client shall provide the Consultant with the following documents and plans as initial data for the assignment: [to be filled out before signing the agreement]

7 TOTAL PRICE, SPECIFIC ALLOWANCES AND EXPENSES

The total price excluding VAT is EUR xx.

Section 5.5.1 of the KSE 2013 terms is replaced by the following:

The Consultant shall not be paid for any expenses, unless otherwise agreed. The Consultant shall pay for the copies needed in their design work. The Client shall have the right to instruct the Consultant to use a designated printing or copying service for the documents to be delivered to the Client, in which case the Client shall pay the printing or copying service directly.

Sections 5.5.2 and 5.5.4 of the KSE 2013 terms do not apply to this agreement.

Section 5.6 of the KSE 2013 terms is replaced by the following:

Travel, accommodation and per diem allowances shall not be paid unless otherwise agreed.

8 AGREEMENT DOCUMENTS

The performance of the assignment shall be subject to the following documents in the following order of validity:

1. This agreement
2. The Client's call for tender and its appendices
3. Data Protection Appendix
4. Description of processing activities
5. Helsinki's general data security instructions for suppliers
6. Instructions on digital materials
7. General Conditions for Consulting KSE 2013, with the derogations mentioned in this agreement
8. The Consultant's tender and its appendices
9. The following task specifications: [to be filled out before signing the agreement]

Regardless of the order of application of the agreement documents in other respects, the Data Protection Appendix shall always be applied primarily in matters covered by the Data Protection Appendix, unless the agreement documents expressly derogate from the requirements of the Data Protection Appendix.

9 MATERIALS

The materials shall be printed as paper copies and provided in a digital format suitable for the Client, which is/are: [to be filled out before signing the agreement]

The digital materials generated in the work shall be submitted to the Client's archive in accordance with the instructions provided as an appendix to this agreement.

The materials produced in the consultancy work must be accessible, at least at the AA level of the WCAG 2.1 standard.

10 COPYRIGHTS, DISCLOSURE OF MATERIALS AND INVENTIONS AND RIGHT TO INVENTION

Section 6.1.1, paragraph 1 of the KSE 2013 terms is replaced by the following:

The Consultant shall be obligated to process all materials and information received from the Client confidentially and shall be entitled to use the materials only to the extent necessary for the performance of the assignment. The Consultant may not disclose to a third party or use the materials or information received from the Client without the Client's permission for a purpose other than the execution of the assignment, unless otherwise required by legislation or official regulations.

The Client shall have the right to amend and further develop the materials resulting from the assignment under this agreement, either by themselves or with the assistance of a third party of their choice, and to that end to make the materials available to the third party and to use it for their own purposes in a modified format.

Section 6.2.1, paragraph 1 of the KSE 2013 terms is replaced by the following:

The Client shall, without separate remuneration, receive free and unrestricted rights of use, modification, copying, publication and transfer to the materials resulting from the assignment. The Client shall have the right to amend and further develop the materials resulting from the assignment under this agreement, either by themselves or with the assistance of a third party of their choice, and to that end to make the materials available to the third party and to use it for their own purposes in a modified format. Unless otherwise agreed or subject to legislation, the Client shall decide on the disclosure of the results to third parties.

The Consultant shall be responsible for ensuring that the services and related materials that they provide, when used in accordance with this agreement, do not violate a third party's intellectual property rights in force in Finland.

If any claims based on immaterial property rights resulting from the assignment based on this agreement are put to the Client concerning the use of the materials produced for the Client by the Consultant, the Consultant shall be obligated to respond to the claims on behalf of the Client at their own expense. The Consultant shall be responsible to the Client for ensuring that any claims or obligations arising from intellectual property rights concerning the assignment or the related materials produced by the Consultant do not incur legal fees, claims or other costs paid to the third party or any other liabilities towards the third party.

Section 6.2.2 of the KSE 2013 terms is not applied.

The instructions on digital materials provided as an appendix to the Agreement are also applied.

11 PERFORMANCE ORGANISATION

The Consultant must have the experience, professional skills, staff, tools, facilities and other resources needed for performing the assignment to carry out the agreement to a high standard.

The Consultant shall be responsible for the management and supervision of their own staff.

The Consultant's staff shall carry out their tasks based on the agreement mainly outside the Client's premises.

The Client and the Consultant may separately agree to carry out the assignment in the Client's premises as well. For the sake of clarity, the Consultant shall even in this case retain the responsibility for the management and supervision of their own staff, unless a transfer of responsibility for management and supervision is separately agreed upon

in writing. The Consultant shall ensure that any persons working in the Client's premises or at the worksite have a visible personal ID document that indicates their name and employer. In addition, when working in the premises of the Client, the staff used for the performance of the assignment shall comply with the other safety, data protection and other instructions and regulations of the Client. The Client shall give prior notice of any such procedural obligations to be complied with by the staff to be used for the performance of the assignment.

11.1 Changing persons

Unless otherwise agreed in writing, the Consultant shall use the persons appointed in their tender, yet so that the assignment is always being carried out by a person qualified for the task.

If, however, in the justified opinion of the Client, the person is not suitable for the task in question, the Consultant must replace the person within a reasonable time (maximum 2 weeks) and free of charge. The Consultant shall be obligated to replace the person with a person who has at least equivalent qualifications and experience. The person must be approved in advance by the Client.

The Consultant shall not have the right to change the persons appointed in the tender before the conclusion of the agreement or during the agreement period without the Client's consent. If the Consultant replaces a person without the consent of the Client, the Consultant shall be obligated to pay to the Client a penalty of 5% (per cent) of the total agreement price exclusive of VAT. The Client shall have the right to deduct the penalty from the fees to be paid to the Consultant.

The above does not preclude changes of staff due to illness, family leave or termination of employment. In such a case, the Consultant must propose a substitute with equivalent qualifications and experience. The appointment of a new person requires the Client's written approval. The Consultant shall be responsible for familiarising the new person with the task at no cost to the Client.

11.2 Minimum conditions for employment

Any work included in a procurement agreement and carried out in Finland must comply with at least the minimum terms and conditions for employment that Finnish law and collective agreement provisions require to be complied with in similar work.

11.3 Use of external consultants

Tasks for which the Client shall use external consultants:

External consultants:

11.4 Use of subcontractors

Section 3.1.3 of the KSE 2013 terms is replaced by the following:

The Consultant shall only have the right to use subcontractors if the Client has agreed to this in advance. Changing a subcontractor shall only be possible for a specific reason and require the Client's prior approval. The Consultant shall be obligated to inform the Client of the subcontractor used. Any subcontractors' fees must be included in the total price.

If the Consultant subcontracts, the Consultant shall be responsible for the performance of the subcontracted work and the quality of the final result as if it were the Consultant's own work. Furthermore, the Consultant shall be responsible for ensuring that their subcontractors have any permits and qualifications needed to perform the assignment.

The Consultant shall have the right, subject to the conditions set out below, to subcontract some tasks. Any further chaining of the service shall not be accepted without a particularly justified reason, and the Client's written consent shall be required. The Consultant shall not have the right to delegate all the work under the agreement to subcontractors.

Prior to the conclusion of the agreement, the Consultant must provide the information, certificates and reports required by Section 5 of the Act on the Contractor's Obligations and Liability concerning the businesses used as subcontractors in the assignment. The Consultant must ensure that the information required above is accurate and up-to-date throughout the duration of the assignment.

The Consultant shall be obligated to change a subcontractor at the request of the Client if the subcontractor is subject to a mandatory exclusion criterion according to Section 80 of the Procurement Act (1397/2016 Act on Public Procurement and Concession Contracts) or a discretionary exclusion criterion according to Section 81 of the Procurement Act, even if the criterion has arisen after the start of the assignment relationship. If it is not possible to change the subcontractor, the Client shall have the right to cancel the agreement with immediate effect.

Tasks in which the Consultant shall use subcontractors:

Subcontractors:

11.5 Use of auxiliary labour

Tasks in which the Consultant shall use auxiliary labour:

Performers of the work:

11.6 Consortiums

Any businesses/parties forming a consortium shall be jointly responsible for the performance of the contractual obligations, e.g. in such a way that, if one or more businesses/parties in the consortium breach the agreement, the Client shall be entitled to claim performance of the contractual obligation or damages or a penalty for the breach of agreement from any of the businesses/parties in the consortium, and that business/party shall then be liable for its own contractual obligations and those of the other businesses/parties in the consortium. When calculating the consequences of a

breach of agreement, the consortium shall be considered as a single legal entity so that e.g. a penalty for late payment set in the agreement is collected only once. Any complaints shall be sent to the contact person designated by the consortium. The consortium shall report to the Client through their contact person.

If one of the businesses/parties in the consortium is subject to termination under this agreement, the Client shall be entitled to terminate the agreement for the entire consortium.

12 CANCELLATION AND TRANSFER OF THE AGREEMENT

12.1 Cancellation of the agreement

Section 8.1.4 of the KSE 2013 terms is replaced by the following:

If the assignment is cancelled for reasons under the Client's control or if there are no grounds for cancellation as set out in these agreement terms and conditions, the Consultant shall be entitled to compensation for general costs calculated on the basis of the cost of salaries, in addition to the compensation prescribed in Section 8.1.3 of the KSE 2013 terms.

The agreement parties shall have the right to cancel the agreement if one of the agreement parties is in material breach of its contractual obligations and does not remedy its neglects within a reasonable period (two (2) weeks) despite a written notice.

If the Consultant goes out of business, goes into liquidation or otherwise encounters such financial difficulties that there is reason to believe that the fulfilment of their contractual obligations is jeopardised, the Client shall be entitled to cancel the agreement with immediate effect or in respect of certain parts thereof. The Client shall have the right to cancel the agreement if the Consultant is declared bankrupt and the debtor's bankruptcy estate has declared that it will not commit to the agreement, or if the bankruptcy estate does not provide acceptable security for the performance of the agreement.

If the Consultant's human resources change during the agreement period in such a way that the Consultant's experts do not have the same specific competence, professional skills or experience as the experts appointed in the original tender or the agreement, the Client shall be entitled to cancel the agreement.

The other agreement party must be informed in writing of the cancellation of the agreement and the reasons for the cancellation must be stated in the notice of cancellation.

The right to cancel the agreement is otherwise governed by the KSE 2013 terms.

12.2 Transfer of the agreement

Section 8.3.1 of the KSE 2013 terms is supplemented as follows:

The Consultant shall be obligated to provide the Client with a written explanation of the grounds for the request for transferring the agreement and how the new

agreement party meets the suitability and minimum requirements set out in the original agreement. If the explanation is deficient or the proposed agreement party does not meet the aforementioned requirements, the Client shall have the right to cancel this agreement.

13 THE CONSULTANT'S LIABILITY AND INSURANCE OBLIGATIONS

13.1 Compensation for damage

Section 3.2.3, paragraph 2 of the KSE 2013 terms is replaced by the following:

The Consultant's compensation shall be capped at twice the total fee for the assignment. However, this limitation shall not apply in cases of wilful misconduct or gross negligence, nor in the case of breaches referred to in sections 13.2 (Compensation for damage to a third party due to the Consultant's breach of agreement), 18.1 (Monitoring of the Consultant's financial situation) and 19 (Confidentiality and processing of personal data) of this agreement.

Section 3.2.6, paragraph 1 of the KSE 2013 terms is clarified:

The Consultant's liability shall end at the end of the warranty period of the object if the warranty period of the object is longer than two (2) years.

Section 8.1.4 of the KSE 2013 terms is replaced by the following:

If the project is cancelled for reasons under the Client's control or if there are no grounds for cancellation as set out in these agreement terms and conditions, the Consultant shall be entitled to compensation for general costs calculated on the basis of the cost of salaries, in addition to the compensation provided for in Section 8.1.3.

13.2 Compensation for damage to a third party due to the Consultant's breach of agreement

If the Consultant commits a breach of agreement in the performance of their obligations under this agreement and causes damage to a third party, and if the Client is in any way primarily liable for the aforementioned damage, the Client shall be entitled to recover from the Consultant damages in an amount equal to the amount for which the Client is primarily liable to the third party.

Liability under this section is not subject to the limitations of liability set out in Section 13.1 (Compensation for damage).

13.3 Liability insurance

Section 3.2.11 of the KSE 2013 terms is replaced by the following:

The Consultant shall have a general or project-specific consultant's liability insurance policy in force during the agreement period covering the Consultant's liability under this agreement, which the Consultant shall take out at their own expense. If the Consultant uses a subcontractor and the Consultant's own liability insurance does not cover damage caused by the subcontractor, the Consultant shall ensure that the subcontractor has a valid equivalent liability insurance policy. The Consultant shall, upon request and before signing the agreement, provide the Client with a certificate of the existence of consultant's liability insurance.

13.4 Complaints and agreement penalty

The Client shall complain to the Consultant in writing about any deficiencies in the assignment and other actions that are in breach of the agreement (e.g. a delay in the assignment, unprofessional behaviour, repeated invoicing errors).

The Consultant shall be obligated to respond to the complaint in writing and to rectify their actions within a reasonable time (5 working days). The Client may not be charged for the event giving rise to the complaint until the deficiencies complained about have been remedied.

If the Consultant fails in any respect to fulfil their obligations under this agreement, the Client shall be entitled, after submitting a justified written complaint to the Consultant, to an agreement penalty without proving that any damage has been caused as a result of the failure in question. The Client shall have the right to charge the penalty automatically if the issues raised in the complaint are not resolved within a reasonable time (within 5 working days). The rectification of the issue must be verifiable in writing by the Client.

For the sake of clarity, the Client shall complain to the Consultant about a delay within three (3) months of the delivery of the materials involved in the assignment at the latest.

The penalty amount for each breach of agreement, excluding a penalty for late payment, is 5% (per cent) of the total price of the agreement exclusive of VAT. For the sake of clarity, the penalty for late payment shall be as set out in Section 14 (Schedule and delay) of this agreement.

14 SCHEDULE AND DELAY

14.1 Start of the work

The work must be started no later than xx.xx.202x.

14.2 Performance of the work

The work shall be carried out in accordance with a detailed [schedule] / [appendix] drawn up jointly by the agreement parties.

The following is agreed upon regarding interim targets:

14.3 Completion of the work

The work must be completed and delivered to the Client no later than xx.xx.202x.

14.4 Delay

The Consultant shall undertake to carry out the assignment in such a way that the tasks that they perform are completed within the agreed upon timeframe. The work must be completed and delivered to the Client within the agreed upon deadline.

Penalties for delays and suspensions of the work shall be determined in accordance with Section 7 of the KSE 2013 terms, with the following clarifications and derogations:

Section 7.2 of the KSE 2013 terms is clarified:

Compensation for a delay will only be paid to the Consultant if the delay is so substantial that it requires the Consultant to suspend a considerable part or all of their work. The Client shall not pay compensation for a delay if it is caused by a decision of the City related to the object of the assignment.

Section 7.5 of the KSE 2013 terms is replaced by the following:

If the delay or suspension of work is due to reasons beyond the control of the agreement parties, the Client shall be obligated to grant the Consultant an extension to the deadline for the completion of the work corresponding with the delay, and shall not be entitled to charge a penalty for the delay. The Consultant shall not be compensated for any delays or suspensions caused by reasons beyond the control of the agreement parties.

15 ADJUSTMENT OF THE CHARGES

The following is agreed regarding adjusting the charges:

Otherwise in accordance with the KSE 2013 terms, except that no adjustment shall be carried out for agreements with a duration of less than one year, clarification to Section 5.7.1 of the KSE 2013 terms.

Section 5.7.2 of the KSE 2013 terms is not applied.

16 PAYMENT TERMS AND INVOICING

The payments set in the agreement shall be made to the Consultant [when the work has been satisfactorily completed and received] / [according to the progress of the work on a monthly basis (or by work phase) in accordance with the schedule for instalments provided as an appendix] / [as agreed in the appendix].

The final/last instalment (at least 10% of the total price) shall be paid when the work has been completed and received.

Section 5.8.4, paragraph 1 of the KSE 2013 terms is replaced by the following:

Invoices based on the agreement must be paid within 21 days of the date on which the invoice is received by the Client and the work phase under the agreement is deemed to have been carried out appropriately and in accordance with the agreement, or the invoice is otherwise found to be payable.

The Consultant must send their invoices directly to the Client's invoicing address and may not use a third party for invoicing. Invoices must be sent no later than one (1) month after the completion of the work phase being invoiced for. Interest on delayed payments shall be in accordance with the Interest Act in force at the time.

Only the payments set for one order may be included in one invoice.

The invoice must comply with the provisions of Section 209e of the VAT Act (30.12.1993/1501 Value Added Tax Act).

The Client shall receive electronic invoices through the online invoicing service of BasWare Einvoices Oy. The Consultant must have an invoicing system in place to send invoices as e-invoices (a scanned invoice or an invoice sent by email is not an e-invoice).

The different units of the Urban Environment Division have their own e-invoicing addresses. The e-invoice address of the unit acting as the Client shall always be provided in a separate order related to the assignment.

E-invoices can be sent free of charge at:

<https://portal.basware.com/open/helsinginkaupunki>

- Invoices found to be payable must be sent to the invoicing address and each invoice must indicate the name of the agreement, the number/order number (year/number), the design object, the instalment to be paid and the representative of the Client.
- Invoices must also be issued in the exact name in which the agreement was concluded.
- The invoices must indicate the price including and excluding tax and the VAT component.
- No invoicing, delivery, etc. fees are accepted.
- The invoice must indicate the amount being invoiced in euros, a breakdown of the work carried out, the total invoicing amount at the time of invoicing and the outstanding balance of the agreement.
- The invoice must include a breakdown of the hours worked and their distribution among the experts involved.

The Client shall have the right to withhold payment of the invoice until the Consultant has provided any missing information and appendices.

If the invoice is not invoiceable or any other error is detected in the invoicing, the invoice shall be cancelled and the Consultant shall be notified of the cancellation. The Consultant shall then be obligated to submit a credit memo on the defective invoice to the invoicing address before sending a rectified invoice.

17 SECURITIES

No securities shall be required.

18 MONITORING OF THE CONSULTANT'S FINANCIAL SITUATION AND FOREIGN EMPLOYEES

18.1 Monitoring of the Consultant's financial situation

The Consultant must submit to the Client the following documentation every 12 months during the agreement relationship:

- a certificate of payment of taxes or a tax debt certificate or proof that a payment plan for the tax debt has been approved by the tax authority, and
- a certificate of valid employee pension schemes and payment of the related fees, or a statement regarding pension insurance payments due, approved by the recipient of the payments, stating that a payment plan has been made, as an appendix.

The aforementioned documents shall not be necessary if the Consultant's information is available on the Vastuu Group/Reliable Partner service (www.vastuugroup.fi) and the information shows no deficiencies in the payment of taxes or pension insurance contributions.

Certificates and reports other than those issued by a public authority shall also be accepted as the aforementioned certificates and reports, provided that they have been issued by another assessor or data custodian that is considered to be generally trustworthy. One such organisation is the Construction Quality Association RALA ry.

A foreign Consultant must provide comparable information within the given timeframe if requested by the Client, either in the form of registration documents in accordance with the legislation of their country of establishment, or corresponding evidence or in another generally accepted way. The documents must be submitted in Finnish, Swedish or English. The documents must be submitted regarding both the country of origin and Finland.

The certificates and statements must be no older than three months from the date of their submission to the Client.

In addition to this, the Consultant must submit documentation in accordance with the above and other documents in accordance with the Act on Contractor's Obligations and Liability to the Client during the agreement relationship at the Client's request and within the time limit specified in the request.

The Client shall have the right to cancel the agreement if the Consultant has neglected to pay taxes or statutory pension insurance contributions or if the Consultant fails to provide the documents in question within the deadline set. Before cancelling the agreement, the Client shall notify the Consultant in writing of the neglect and the threat of cancellation of the agreement unless the neglect is rectified within a reasonable period of time as required by the Client.

18.2 Foreign employees

At the request of the Client, the Consultant shall demonstrate that the Consultant's and their subcontractors' foreign employees have the right to work in Finland. Foreign employees are persons who are not Finnish citizens.

For each worker posted from the EU or the EEA, the Consultant must provide the Client with an A1 certificate stating how the social security of the employee is determined. The certificate must be provided for every posted employee working during the agreement period before the posted employee in question starts work. The A1 certificate must be valid for the entire duration of the working period. For workers other than those posted from the EU and the EEA, a corresponding certificate (social security agreement countries) or other report (third countries outside the agreement) must be provided.

The OSH Division of the Regional State Administrative Agency for Southwestern Finland acts as the liaison office in advisory and legal matters concerning posted employees (postedworkersfin@avi.fi, <https://www.tyosuojelu.fi/web/en/employment-relationship/posted-worker>).

19 CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

The Client must comply with the Act on the Openness of Government Activities (621/1999).

The agreement conditions for the processing of personal data are set out in the Data Protection Appendix.

Section 6.1.1, paragraph 2 of the KSE 2013 terms is clarified:

Decisions concerning the disclosure of documents or materials received or generated on the basis of the assignment, that contain confidential information and are in the possession of the Consultant or their subcontractor, shall be made by the competent authority of the Client.

The agreement parties shall keep all confidential information secret. Confidential information may not be used for the benefit or harm of either party.

The Consultant shall store and process confidential information of the Client only to the extent required by the assignment and in such a way that it remains only in the possession of persons who have access to confidential information in order to execute the assignment. The Consultant shall be responsible for ensuring that all persons involved in the execution of the assignment are aware of, and comply with, the obligations of this agreement and have signed a confidentiality agreement. The Consultant shall also be responsible for ensuring that other customers of the Consultant do not have access to the Client's information.

Upon termination of the contract, the Consultant and their subcontractors shall return any materials containing confidential information and personal data of the Client and other material indicated by the Client as belonging to the Client and destroy any data that they have saved and its copies. The Consultant shall be responsible for ensuring

that the Client's materials are separate or separable from the other materials of the Consultant. The materials may not be disposed of if the Client, the law or the authorities require it to be stored. In this event, the Client shall provide the Consultant with more detailed instructions on how to proceed.

The obligation of professional secrecy shall remain in force after the agreement between the Client and the Consultant has expired.

The provisions of this agreement concerning the secrecy obligation of the Consultant also apply, correspondingly, to subcontractors used by the Consultant. The Consultant shall ensure that they are also able to comply with the confidentiality conditions when subcontracting.

If the Consultant processes personal data on behalf of the Client, the conditions set out in the Data Protection Appendix shall apply. In such a case, the Client shall be the controller and the Consultant shall be the processor of personal data.

The Consultant shall comply with the procedures required by current data protection legislation and regulations regarding the processing and protection of personal data. The Consultant shall be responsible for ensuring that their services comply with the data protection legislation in force and with the requirements of this agreement, taking into account in particular the provisions on data protection by design and by default.

The Consultant may not process, transfer or disclose personal data outside the EU or the EEA. The servers must also be located in the EU or the EEA, and the Consultant must inform the Client of their locations. The Consultant must inform the Client in advance if the location of the servers changes.

The Consultant shall be responsible for ensuring that the personal data contained in the materials to be handed over to the Client has the consent of the person in accordance with the EU General Data Protection Regulation (2016/679) for the publication of personal data online, if the materials are published online.

In addition, the Consultant shall undertake to comply with the requirements of Appendix X (Helsinki's general data security instructions for suppliers).

The limitations on liability for damages set out in this agreement or its appendices shall not apply to the breach of the confidentiality obligations and data protection.

20 DISCLOSURE OF INFORMATION TO THE AUDIT COMMITTEE

The Consultant shall be obligated to provide the City of Helsinki Audit Committee and Department with the information necessary for carrying out the assessment duty prescribed in Section 121 of the Local Government Act.

The Audit Committee and Department are bound by the secrecy provision concerning statutory inspection and supervision tasks specified in the Act on the Openness of Government Activities.

21 AMENDMENT OF THE AGREEMENT

The agreement parties may amend the agreement and its appendices only in writing. The amendments shall enter into force when duly approved by both agreement parties and signed by their authorised representatives.

22 SPECIFIC PROVISIONS

Section 10.4 of the KSE 2013 terms is not applied to this agreement.

Section 10.5 of the KSE 2013 terms is replaced by the following:

Any disputes arising from the agreement shall be resolved primarily through negotiations between the agreement parties. If no solution can be found through negotiations, the dispute shall be settled by the Helsinki District Court. The agreement and the cooperation between the agreement parties under the agreement shall be subject to Finnish law, excluding its provisions regarding international conflict of laws.

The agreement becomes binding to the agreement parties only after all of the parties have signed it.

23 VALIDITY OF THE AGREEMENT

This agreement shall enter into force when signed by both parties and shall expire when the work that is the object of the agreement has been fully completed and approved by the Client.

Any agreement provisions intended to apply after the expiry of the agreement shall remain in force regardless of the expiry of the agreement relationship.

24 TERMINATION OF THE AGREEMENT UNDER SPECIAL CIRCUMSTANCES

1. For the purposes of this agreement, sanctions and restrictions refer to sanctions and restrictions imposed by the European Union, the United Nations and Finnish authorities. Asset freezing decisions refer to asset freezing decisions imposed by Finnish authorities.

2. The Client shall have the right to terminate this agreement with immediate effect if the Consultant is subject to a sanction, restriction or asset freezing decision, even if the cause of action arises after the start of the agreement relationship. The Consultant is considered to be subject to a sanction at least if the sanction is imposed on the following entities:

a) the Consultant or entities close to the Consultant; or

- b) members of the Consultant's administrative, management or supervisory body or persons or entities exercising representative, decision, regulatory or supervisory powers; or
- c) the entity or entities which directly or indirectly own more than 50 per cent of the Consultant.

3. The Client shall have the right to terminate this agreement with immediate effect if the performances related to the procurement have been or may be made directly or indirectly available to an entity subject to sanctions, restrictions or asset freezing decisions.

4. The Consultant shall be obligated to change their subcontractor at the request of the Client if the subcontractor is subject to a sanction, restriction or asset freezing decision, even if the reason arises after the start of the agreement relationship. If it is not possible to change the subcontractor within the reasonable time limit set by the Client, the Client shall have the right to terminate this agreement effective immediately. A subcontractor is considered to be subject to a sanction at least if the sanction is imposed on the following entities:

- a) the subcontractor or entities close to the subcontractor; or
- b) members of the subcontractor's administrative, management or supervisory body or persons or entities exercising representative, decision, regulatory or supervisory powers; or
- c) the entity or entities which directly or indirectly own more than 50 per cent of the subcontractor.

5. If a product or service used by the Consultant is subject to import or export restrictions imposed by the European Union, the United Nations or Finnish authorities, the Consultant shall primarily have the obligation to replace the product or service. If the Consultant does not replace the product or service within the reasonable time limit set by the Client, the Client shall have the right to terminate this agreement effective immediately.

6. If the Client terminates this agreement on the basis of subsections 2–5 of this condition section 24, the Consultant shall be obligated to compensate the Client for any damage caused to the Client within the limits of liability specified in the agreement.

7. If sanctions, restrictions or asset freezing decisions are imposed on the entities specified in subsections 2 or 4, or if the products or services used by the Consultant or their subcontractor are subject to import or export restrictions, the Consultant must immediately inform the Client of the matter. Upon request, the Consultant shall, without delay, inform the Client of the direct or indirect owners of the business and the subcontractors involved in the performance of the procurement or entities exercising the power of representation, decision, regulation or supervision. In addition, the Consultant shall undertake to inform the Client without delay if payments related to the procurement may end up or have ended up, indirectly or directly, with an entity subject to sanctions, restrictions or asset freezing decisions.

25 SIGNATURES

This document is signed electronically.

26 APPENDICES

1. Work programme
2. The Client's call for tenders
3. Data Protection Appendix
4. Description of processing activities
5. Helsinki's general data security instructions for suppliers
6. Instructions on digital materials
7. General Conditions for Consulting KSE 2013
8. The Consultant's tender