

Digital service to Stockholm and Turku Archipelago

1.6.2020 – 30.6.2021

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1 Parties to the agreement

Customer
Business ID
AddressCity of Turku
0204819-8
Yliopistonkatu 27 a
FI-20100 Turku
Finland

Contact person(s)

Contractual contact person:
Ira Lahovuo
Project manager,
+358 40 184 6333
ira.lahovuo@turku.fi**Service Provider**
Business ID
AddressCreuna Ab
556620-9671
Kungsholmsgatan 21
112 27 Stockholm
Sweden

Contact person(s)

Contact person
Urban Nyblom
Affärsutvecklare/Strateg/Business designer,
(+46) 730 783291
urban.nyblom@creuna.se

The contact persons are tasked with monitoring and supervising the execution of the agreement and providing related notifications within their own organisation and to the other party. In the event that a contact person changes, the contact person of the other party shall be notified immediately in writing. A contact person being changed does not constitute a change to the agreement.

2 Background, purpose and object of the agreement

The purpose of this agreement is to agree upon the delivery of 'Digital service to Stockholm and Turku Archipelago' to the Customer. The Service involves developing the digital service gathering travel information for visitors in the Stockholm and Turku archipelago in accordance with the Call for Tenders, and hosting, operation and maintenance for the digital service until 30.6.2021.

As a result of the development work, the Customer will have a digital service consisting of a back-end system that stores, integrates and aggregates the information from different sources and a front-end solution with different user interfaces presenting and maintaining the data in different use scenarios, presenting it in an attractive and interesting way. The front-end solution includes highlights from both

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archipelagos presented in an attractive manner and enables trip planning before and during the trip and sharing experiences after the trip.

The Service shall meet the requirements specified in the Call for Tenders as well as the General Terms and Conditions (JIT 2015 - General Terms and Conditions).

The Service shall comply with the agreement, Call for Tenders and their appendices, be suitable for the agreed purpose of use, and work as agreed. The Service Provider shall be responsible for ensuring that the Service meets the requirements set forth in the Call for Tenders and agreements, as well as any other specifications agreed upon by the Parties in writing. The Service shall meet any requirements that have been imposed by law, decree or official regulation, that are in effect upon the signing of the agreement, or that have been published and set to take effect during the agreement period. The Service delivery encompasses the agreed end results as well as the documentation, certificates, permits, intellectual property rights and other documents required for the utilisation of the Service in accordance with the agreement. The Service and any related user instructions shall be in Finnish, unless otherwise agreed in writing. The user instructions may apply to training, immediate use and capitalisation.

In individual cases and for a justified reason, the Customer may purchase services outside the scope of the procurement decision.

This agreement does not limit the Service Provider's opportunities for selling services to other parties that need them.

This agreement is based on the competitive bidding arranged by Skärgårdsstiftelsen, City of Turku and Turku Touring Ltd, and the resulting procurement decision, 12/05/2020, Record number SK2020-9/2.13.2.3.

The competitive bidding was arranged as joint procurement. All parties, Skärgårdsstiftelsen, City of Turku and Turku Touring Ltd, have their own agreements.

3 Validity and termination of the agreement

This agreement shall enter into force upon its signing and remain valid as a fixed-term agreement ending on 30.6.2021. In its fixed-term form, the agreement will end without separate termination.

The agreement can be prolonged as permanent after the fixed contract period that ends 30.6.2021 with a separate decision of the Customer and a separate agreement. Options will be procured only with a separate decision of the Customer. There is a 6 months terms of notice.

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If the Customer decides to procure the option, the agreement shall remain valid until further notice, subject to the terms and conditions of termination specified in Section 9 of the Terms and Conditions of Public IT Procurement – Special Terms and Conditions for Services (JIT 2015 - Services).

4 The documents' order of precedence

The procurement documents supplement each other. If the documents conflict, they shall be observed in the following order of precedence:

1. This agreement and its appendices
2. Procurement decision 12/05/2020
3. Call for Tenders 17/02/2020 including appendices
4. Special Terms and Conditions for Services (JIT 2015 - Services)
http://docs.jhs-suositukset.fi/jhs-suositukset/JHS166_annex1_en/JHS166_annex1_en.pdf
5. General Terms and Conditions (JIT 2015 - General Terms and Conditions) http://docs.jhs-suositukset.fi/jhs-suositukset/JHS166_annex5_en/JHS166_annex5_en.pdf
6. Tender 30/03/2020 including appendices.

In conflict situations, the effective compelling legislation shall apply for the relevant sections before the documents listed herein.

5 Agreement prices, fees and other charges

The maximum price of the development of the digital service including operation and maintenance until 30.6.2021 shall be 350 000 euros (including VAT).

Agreement prices have been stated in the Service Provider's Tender mentioned in this agreement's Section 4.

Agreement prices are fixed total prices (including VAT) and they include all relevant compensations and costs (e.g. compensations for the use of equipment, computers, software and devices needed for the work tasks, printing, documentation, travel, accommodation and daily allowances, material and processing costs, and so on). Other compensations, such as travel/accommodation or daily allowances, invoicing fees and other surcharges, are not be accepted.

Agreement prices do not include license fees or costs for third party services. They shall be agreed upon case by case and approved by the Customer.

In terms of sanctions, the JHS provisions shall be observed (V2).

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6 Service content and service level

The content of the Service is described in the procurement unit's Call for Tenders, as mentioned in Section 4, and its appendices as well as the Service Provider's tender.

Service levels, routines and price for maintenance and hosting will be finalized during the project and will be described in a separate agreement.

7 Personnel used for the Service

The Customer, City of Turku, is bilingual (Finnish and Swedish). The Service shall adhere to the stipulations of the Language Act (423/2003).

The Service Provider's personnel are expected to demonstrate professional capability, cooperation skills, flexibility and sufficient language proficiency. The Service Provider produces the Service using employees who are the most suitable to the tasks in terms of their competence and experience. The Service Provider shall ensure that these persons are available to the Customer to the degree necessitated by their duties.

In the event that the Customer is dissatisfied with a person the Service Provider uses to deliver the Service and deems that the person lacks the sufficient professional skills or is otherwise unsuitable for the task in question, according to the Customer's justifications, the Service Provider undertakes, on request by the Customer, to replace the person in question without delay and at no charge.

The Service Provider has substitution arrangements in place in case of possible illnesses or other unexpected absences.

The Service Provider is responsible for the terms of the employment relationships of its personnel and for making employment contracts, paying wages and salaries and all statutory employer contributions including holiday and travel compensations, inducting its employees and ensuring that the personnel have the competence and experience to perform their tasks and that problems are addressed immediately and the Customer is informed of any measures in writing.

In employment relationships related to the agreement, the Service Provider must observe at least the minimum employment terms required by Swedish law and collective agreement regulations for work of equivalent nature.

8 Responsibilities of the contracting parties

The Customer shall be responsible for ensuring:

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- that the tasks that involve the exercise of public authority are only performed by those in a public-service employment relationship
- the accuracy of the information it has stored and provided, and the legality of the storage and use in the performance of its tasks
- that the Service Provider is notified of feedback and operational deficiencies without delay, so that the Service Provider can address the issues immediately and notify the Customer of the measures
- that the Customer does not make any direct or indirect payments to individual employees of the Service Provider.

The Service Provider shall be responsible for ensuring:

- adherence to good service practices in its own operations
- the implementation of the Service in accordance with the agreement and its appendices with the care, discernment and professional skill that an experienced professional service provider can be reasonably expected to demonstrate
- that the Service Provider has access to the appropriate and sufficient resources, as detailed in the invitation to tender, tender and these appendices, for producing the Service for the entire duration of the agreement period
- that the Service Provider does not wield public authority belonging to authorities
- the accuracy of the information it has stored and provided, and the legality of the storage and use in the performance of its tasks
- the maintenance and active development of the work methods, practices and processes it uses
- as a professional and experienced Service Provider, that the Customer is informed of any such legislation and official regulations relating to the Service that apply to the Customer and pertain to the Service, and that the Customer is notified of any discrepancies observed without delay
- adherence to the special instructions provided by the Customer, provided that they do not conflict with the law or good service practices
- that the Service Provider undertakes to adhere to the prices listed in the tender and take responsibility for the accuracy of the information in the tender
- the appointment of a responsible person to whom the Customer or its representative can provide instructions or notes concerning the handling of the contractual tasks with efficiency equal to providing them directly to the Service Provider
- that it observes the effective legislation, statutes and official regulations in its operations
- maintaining effective insurance policies common in the field
- that issues are addressed immediately and the Customer's contact person is informed of the measures in writing

- the consideration of sustainable development in operations related to the agreement

9 Invoicing and payment term

Services shall be invoiced retroactively for one (1) month at a time.

Invoicing shall be based on the actual hours utilized per month. The total cost per month shall be divided between City of Turku (46%) and Skärgårdsstiftelsen (54%). Turku Touring Ltd does not take part in costs.

Payments will be made based on invoices in accordance with the payment plan prepared by the Service Provider and approved by the Customer. Agreement-based invoices will be paid once the invoice has been presented to the Customer, the relevant work phase according to the payment plan has been completed and the invoice has been otherwise found eligible for payment.

The Customer requires invoices to be provided as e-invoices. Invoicing instructions and XML instructions for purchase invoices:
<http://www.turku.fi/en/contact-us/invoicing-and-payments>.

The invoices shall detail the invoicing criteria and be prepared in such a way that they do not contain information that the law requires to be kept secret.

Invoicing and other fees are not accepted.

Payments to be made based on the invoice. An invoice will mature in 30 days from the arrival of an invoice to be accepted. The penalty interest may not exceed the specification in Section 4(1) of the Interest Act.

10 Agreement monitoring

The Customer has the right to monitor operations encompassed by this agreement and perform the necessary inspections.

The Service Provider shall, every 12 months and on request during the agreement period, deliver to the Customer's contact person the documents necessitated by the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006) on the Service Provider and its possible subcontractors.

The functionality of the agreement and the quality of the Service shall be monitored through follow-up meetings between the Customer and Service Provider, or through reports that the Service Provider shall deliver to the agreed contact person.

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The reports shall include the following information for the requested period:

- quantity information
- price information
- complaints and resulting measures
- the reports shall be provided as Excel files

The Service Provider is not entitled to charge separately for the aforementioned meetings or reports.

The Customer and Service Provider may also jointly agree upon other monitoring metrics.

11 Intellectual property rights

Without prejudice from any of the Service Provider's copyrights or other intellectual property rights, the Customer shall have an irrevocable right to use the end results of the Service as well as the documentation provided to it by the Service Provider. This right of use includes the right to use, copy, make changes and have changes made. The Customer is entitled to hand over the materials to the party to which the Service Provider's duties are transferred.

The Service Provider shall ensure that the services it provides or the materials related to them, when used in accordance with the agreement, do not infringe upon any third-party patent rights, copyrights or other intellectual property rights effective in Finland.

If claims based on intellectual property rights and relating to the use of the Service or the related materials are raised against the Customer or its subsidiary or foundation, the Service Provider shall respond to these claims on behalf of the Customer/subsidiary/foundation at its own cost. The Service Provider shall be responsible to the Customer/subsidiary/foundation for ensuring that no intellectual property rights claims or obligations targeting the Service or the related materials result in the Customer/subsidiary/foundation incurring legal costs, damages or other costs payable to a third party, or other liabilities to a third party.

12 Confidentiality, data security and data protection

In addition to what is agreed in the JIT 2015 - General Terms and Conditions, the Service Provider as the controller or processor of personal data shall adhere to the obligations laid down in the effective personal data legislation. The Service Provider shall ensure that the Service is compliant with the requirements of the effective personal data legislation, with special consideration to the relevant information systems' data protection by design and by default. The Service Provider

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shall ensure the appropriate protection of the data it processes in order to ensure the confidentiality, integrity and availability of the Customer's information and documents.

Relevant general regulations apply to the protection of the personal data received for the purpose of providing the Service. Both parties shall contribute to ensuring that the Service is produced in compliance with the effective provisions on non-disclosure, obligation of confidentiality, data protection and the disclosure of confidential information. Furthermore, the Service Provider shall, in the processing and filing of documents and information, observe the instructions provided by authorities.

In service production, the effective provisions on confidentiality in public administration shall be observed, such as the Act on the Openness of Government Activities (621/1999). The Service Provider shall ensure that private or family secrets revealed during service provision and contractual activities are not disclosed without permission. The Service Provider may not, without the Customer's permission, disclose personal data or information that may be confidential to outside parties. The Service Provider shall ensure that its subcontractors adhere to these regulations concerning confidentiality. The Service Provider shall clarify the content of the obligation of confidentiality to the personnel implementing the Service.

The parties undertake to keep secret from each other any such documents and information to be deemed confidential that the law specifies as confidential, and to refrain from using them for any other purposes than those specified in the agreement. The disclosure of information to authorities or other parties as a result of a compelling official order cannot be construed as a breach of the obligation of secrecy.

The Service Provider may not use the agreement or the Customer's name as a reference or in other marketing without the Customer's permission.

The Service Provider shall ensure the appropriate protection of the Customer. The Service Provider shall adhere to the good information management practice specified in the Act on the Openness of Government Activities (621/1999) and any possible other arrangements on data security and data protection that have been agreed between the parties. The Service Provider shall ensure that the equipment and service production premises in its ownership are appropriately protected against data security risks and that the procedures relating to the protection and backup of information are observed. The Customer shall ensure that the same applies to its own premises. The Service Provider shall adhere to the good information processing practice specified in the Personal Data Act (523/1999) as well as any provisions on the protection of information and other data protection legislation. The

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assignee shall ensure the appropriate protection of the information it processes against unlawful or accidental loss or destruction.

13 Duty to provide assistance at the end of the Service

At the end of the Service or a part thereof, the Service Provider undertakes to assist the Customer in transferring the Service to a third party for management.

As part of the duty to provide assistance, the Service Provider shall, for no charge, assist the Customer in the performance of the tasks required by the transfer and participate in the transfer by supplying information, materials and support in collaborating with the Customer and the party to which the tasks are to be transferred.

14 Subcontractors

The Service Provider undertakes to cooperate with other parties that may be providing services to the Customer at any given time in such a way that the Service as a whole functions as flexibly as possible and without interruption.

If the Service Provider uses subcontractors, it shall be responsible for their work performances and the quality of the end result as if they were its own. The Service Provider shall also ensure that its subcontractors adhere to the obligations imposed on the Service Provider in the agreement or the applicable legislation.

The Service Provider shall obtain the Customer's approval for any subcontractors it wishes to use. For a justified reason, the Customer may prevent the Service Provider from using a specific subcontractor.

15 Termination of the agreement

The General Terms and Conditions (JIT 2015 – General terms, Section 12) shall be applied with regard to terminating the agreement.

The Customer is entitled to terminate the agreement due to unpaid taxes or statutory social security contributions, unless this negligence can be regarded as minor or unless the Service Provider has provided a payment plan approved by the appropriate authority.

A party shall have the right to terminate the agreement if the other party substantially violates the terms of the agreement. As an example, the

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lack of absolute requirements for the Service is regarded as a breach of agreement. If the breach of agreement can be rectified, however, the termination of the agreement requires that the offending party fails to correct the violation within 30 days of receiving relevant written notification from the other party.

In the event that the Service Provider does not have an operating licence or the Service Provider enters corporate restructuring, bankruptcy, insolvency, otherwise severe financial trouble or is removed from the Preliminary Tax Withholding Register, the Customer has the right to terminate the agreement in part or in full, effective immediately, by notifying the Service Provider of the matter in writing.

The Customer may also terminate the agreement for the following reasons: The Customer receives repeated justified complaints of the Service Provider's actions, and the Service Provider fails to take corrective measures to rectify the situation immediately upon receiving a written request to do so from the Customer.

16 Ending the agreement in special circumstances

The Customer has the right to terminate the procurement agreement effective immediately, if the Service Provider is encumbered by the mandatory or discretionary exclusion criteria referred to in the Call for Tenders, even if the criteria in question have not emerged until the beginning of the contractual relationship.

The Customer has the right to terminate the procurement agreement effective immediately, if the Service Provider's financial or other circumstances are found to have changed to such a substantial degree that it can no longer be expected to fulfil its contractual obligations and a reliable account on how the obligations will be fulfilled is not provided. The termination shall be carried out within a reasonable time from the Customer being informed of the existence of a termination criterion.

Before the termination, the Customer shall notify the Service Provider of the matter and provide it with the opportunity to deliver an account within a reasonable period of time.

Furthermore, the Customer has the right to terminate the procurement agreement in part or in full, effective immediately if an integral amendment has been made to the agreement in or if the agreement could not have been concluded with the supplier, as in the course of a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union, the Court of Justice of the European Union has found that the contracting entity seriously infringed obligations under the European Union Treaties and the Procurement Directive.

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In the event that the Customer terminates the agreement, the Service Provider is entitled to full payment for any services provided until the end of the procurement agreement but it may not receive other compensations resulting from the termination.

The agreement shall be terminated in writing.

17 Liability for damages

The General Terms and Conditions (JIT 2015 – General terms; Chapter 11) are applied to damages, with the following addition:

In addition to what is stated in the JIT 2015 terms (General terms; Chapter 11), the limitations of the liability for damages do not apply to cases in which one of the Parties violates the security agreement.

18 Obligation to notify

A party shall immediately notify the other party in writing about matters that have essential significance to the contractual relationship or the fulfilment of the agreement.

19 Force majeure

The General terms of contract (JIT 2015 – General terms, Section 10) shall be applied with regard to force majeure events.

20 Agreement transfer

The Service Provider shall not have the right to transfer the agreement, even partially, to a third party without the consent of the Customer. The Customer has the right to transfer the procurement agreement(s) to a third party, such as a region, to which the Customer's tasks are fully or partially transferred as a result of the health and social services reform, for example.

21 Changes to the agreement

The contracting parties may amend this agreement in writing. Any other amendments are to be regarded invalid. The changes shall enter into force once they have been approved and signed by authorised representatives of both parties.

22 Dispute resolution

Any possible disputes arising from the agreement shall be primarily resolved by means of negotiations. If the negotiations fail to lead to a satisfactory result, the conflicts shall be resolved in the District Court of Southwest Finland, as the court of first instance.

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23 Legislation applied to the agreement.

This agreement and its interpretations are governed by Finnish law.

24 Miscellaneous

The City of Turku has signed the European Charter for Equality of Women and Men in Local Life. As applicable, the Service Provider (irrespective of its relationships of ownership) shall have the same responsibilities of ensuring or promoting equality of women and men as the City of Turku would have if it had provided the service directly.

25 Signatures

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

Turku __/__/2020

City of Turku
Customer

Pekka Sundman, Director

JONE 22/2020

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Service Provider

[Signature]

Johanna Fagrell-Köhler, CEO

City of Turku

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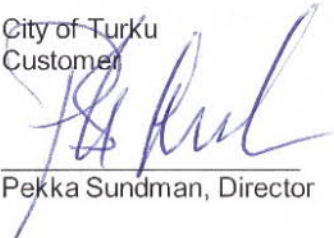
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_____/_____/2020

City of Turku
Customer

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Service Provider


Pekka Sundman, Director

Johanna Fagrell-Köhler, CEO