



PROCUREMENT CONTRACT

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HUS' and XYZ's Contract on XX

1. Contracting Parties

Helsingin ja Uudenmaan sairaanhoitopiirin kuntayhtymä / Unit (hereinafter also "*HUS*" or "*Customer*")

PO Box 100

00029 HUS

Finland

Business identity code: 1567535-0

AND

XXXX (hereinafter also "*Service provider*")

Address, domicile

Business identity code: xxxx

2. Contact persons

Both Contracting Parties shall nominate a contact person whose task it is to supervise and monitor the implementation of the procurement Contract and to communicate on issues relating to its implementation. These persons are identified below:

Customer:

Name	
Position	
Phone	
E-Mail	

Service provider:

Name	
Position	
Phone	
E-Mail	

The Contracting Parties must immediately notify the other Contracting Party's contact person of any replacement of its contact person in writing.

3. Background and aim of the Contract

In this Contract, both Contracting Parties agree on terms and conditions that apply to delivery of goods and/or services that the Service provider will deliver to the Customer. Goods and/or services are stipulated in section 4.

As general terms and conditions in addition to this contract shall be used the General Terms of Public Procurement in Supply Contracts (JYSE 2014 Services) that are attached to this Contract.

4. Scope of this Contract

Scope of this Contract is to **PROVIDE THE FOLLOWING SERVICE**

conect4children consortium includes specific activities to be supported by the External Provider:

Task 3.3. Legal requirements, Financial needs, fee scheme and alternative ways of funding. This task will be devoted to defining the cost and income structure of the network post-IMI.

“Sub-task 3.3.2. Legal requirements

An analysis of the contracts and agreements applicable in the shortlisted countries, needed to develop the portfolio services, will be performed. Aim is to develop standardized contract models to simplify the network internal procedures and interaction with external clients. Legal differences across countries and jurisdictions will be considered in order to ensure compliance with national laws of unified models.

Further, a comprehensive study will be performed to define the appropriate legal form for the network to adopt after IMI support. Such appropriate form would need to consider several aspects: alignment with business plan, flexibility to develop main services of the network, coordination with national hubs and sites, compliance with ethical considerations, etc. A working group will be set up to carry out this task.

To carry out the above-mentioned comprehensive legal study it is necessary to involve an external organization with the right expertise in the field of corporate law, tax law, policies related to public funding and mixed public-private funding of non-for-profit organizations on a country and/or at European level in any of the following countries **Belgium, The Netherlands, and Ireland**. Expertise in supporting generation of public-private partnerships, joint-public-private funding and/or non-for-profit legal entities, as well as, experience in working with European funded projects and organisations (e.g. HORIZON 2020,

IMI, European Research Infrastructures (ERIC)) will be considered in the evaluation process.

As a result, an overview of the different requirements in the shortlisted countries and a SWOT analysis reflecting situation in any of the four countries will be provided by the sub-contractor.

DELIVERABLES

There are specific deliverables to report the execution of the Tasks previously described.

The external provider will give support to the Consortium partners achieving the Deliverables as defined in the c4c project description.

D3.4: Final version of the legal requirements

Final version of the legal requirements for a successor organization in any of the selected countries, including:

- Detailed report of legal requirements per short listed countries
- Detailed report on impact of different funding models, including public vs private vs mixed funding based on local or European public funding schemes or a mixture of all above.
- SWOT (Strength, Weakness, Opportunity, Thread) analysis for different legal forms (e.g. public vs private vs public-private funded, for profit vs non-for-profit, company, association, foundation, charitable limited co-operation or research institution or established as part of European Research Infrastructure Consortium-ERIC) per country to support scenario building
- Final report summarizing SWOT analysis per country and ranking different scenarios to support final decision making by the consortium

REQUIREMENTS REGARDING THE OF SERVICE

The different tasks as laid out, will be done in a very close collaboration and coordination with the responsible c4c partners: SERGAS, BAYER, HUS and other relevant partners.

The work will need to include all the relevant parts detailed in the tender, including:

- Detailed planning of activities and objectives
- Follow the Methodology:
 - Collect the information (quantitative and qualitative)
 - Design the metrics
 - Analyse the data and report the outcomes
 - Preparation of the SWOT analysis and scenario building
 - Criteria *proposed to generate SWOT analysis*
 - Study other relevant features regarding suitable legal form and funding models
- Follow the Calendar with key activities and milestones
- Have the Team and key contact person/s to be directly involved in the project
- Budget: The maximum amount of money available to do the activities is 180,000.00 Euros.

Contract Period

This Contract shall commence on the mutual signing of this Contract and shall thereafter endure for a period of 6 months, within which time the service should be fully provided. In case the Contract is signed non-mutually, the latter date of signing shall be effective.

5. Handover

The Service provider shall hand over the delivery to the Customer for inspection on the date agreed upon in the Contract. The handover may take place before the agreed date with the Customer's permission. If the handover is delayed from the agreed date, a new handover date shall be agreed upon mutually.

The delivery clause is "delivered to the location designated by the Customer" (Finnterms 2001, delivery clause TOP for domestic sales), unless otherwise agreed by both Contracting Parties in writing.

The liability for risk transfers to the Customer when the delivery has been handed over to the Customer in accordance with the delivery terms.

The Customer has the right to inspect the delivery prior to its handover.

The inspections and control performed by the Customer before handover will not limit the Service provider's obligations and liability.

After the handover of the delivery, the Customer shall perform an acceptance inspection as soon as circumstances permit. The delivery will be deemed approved unless the Customer makes a claim concerning a defect in them within a reasonable period.

The Service provider and Customer both have a general obligation to cooperate in furthering inspections and the acceptance inspection. Each Contracting Party is responsible for their expenses arising from inspections.

Any defects perceived in inspections and the acceptance inspection must be removed by the Service provider at its own expense without unreasonable delay. The Customer is under no obligation to reimburse the Service provider the costs arising from delivery that become unserviceable or lose value in the course of a normal inspection.

If there is a defect in the delivery, the Service provider will be responsible for all costs arising to the Customer from repeating the inspection, handling and transport.

6. Prices

The prices stated in the Contract include the public fees that are in effect on the date of its entry into force, apart from value added tax. Value added tax is added to invoiced prices in accordance with the legal provisions in force at each time.

The price shall be fixed and non-amendable for the whole duration of the Contract Period.

The price shall include all costs incurred from providing the services and service, including travel and accommodation costs, daily allowances, overtime compensation and any indirect taxes and fees, excluding value-added tax, payable by the Service provider.

7. Payment and invoicing

All payments are paid on the basis of an invoice. Invoices fall due and payable after twenty-one (21) days of the arrival of an invoice in accordance with the Contract.

The Service provider shall have the right to invoice agreed payments once the Customer has approved in writing the delivery. However, the Service provider shall invoice recurring payments at agreed invoicing intervals. Each invoice must include a sufficient itemisation of the basis of invoicing.

If the Customer fails to pay a correctly invoiced payment by the due date, the Service provider shall have the right to collect penalty interest on the basis of

the Interest Act. Interest shall be collected according to the interest rate valid during the delay period as announced according to the Interest Act.

8. Delay

If a Contracting Party finds that it will be delayed in its delivery or in its performance of an obligation, or it considers such delay probable, the Contracting Party must, without delay and in writing, notify the other Contracting Party of the delay and its impact on the fulfilment of the Contract. If the Service provider is delayed, it shall notify the Customer of a new delivery time as soon as possible.

If the delivery is delayed due to a reason under the responsibility of the Service provider, the Service provider shall pay a Contractual penalty to the Customer for each commencing period of seven (7) days, by which the Service provider exceeds the due date agreed for the delivery or its part under the Contract. The penalty for each above-mentioned period shall be 2 per cent of the purchase price of the delayed delivery. However, the maximum penalty shall be 12 per cent of the price in question. The amount of damage caused by the delay does not affect the amount of the penalty.

The Service provider shall not be entitled to receive a Contractual penalty due to the Customer's delay.

If the delivery is delayed due to a reason attributable to the Customer, the delivery shall remain interrupted until the Customer notifies that the reason for the delay no longer exists. After receiving the Customer's notification, the Service provider shall notify of a new delivery schedule.

9. Subcontracting

The Contracting Parties may assign their tasks covered by the Contract to a subcontractor. The Contracting Parties shall be responsible for the work of their subcontractors as of their own work. Furthermore, the Contracting Parties shall be responsible for ensuring that their subcontractors follow the obligations set for the Contracting Parties.

The Service provider may only use subcontractors approved by the Customer to produce the service referred to in the Contract or otherwise accepted by the Customer's Contact Person in writing.

The Service provider shall not have the right to replace a subcontractor named in the procurement Contract or a subcontractor participating in the fulfilment of significant Contractual obligations without the Customer's consent.

It is mentioned for the sake of clarity that the Service provider bears overall responsibility for meeting the obligations under the Contract, regardless of whether the Service provider is using subcontractors.

10. Defect, price reduction and reclamations

As mentioned in paragraph 13 in the General Terms of Public Procurement in Supply Contracts (JYSE 2014 Services).

11. Intellectual property rights

As mentioned in paragraph 20 in the General Terms of Public Procurement in Supply Contracts (JYSE 2014 Services).

For the sake of clarity, the Service provider has no access to HUS' IPR-rights nor to HUS' confidential information. The Service provider must not exploit e.g. HUS' processes, process descriptions and/or patient information.

12. Confidentiality

The contracting parties shall undertake to keep secret such confidential material and information that they receive from each other and which under law must be kept secret, and to undertake not to use them for purposes other than in accordance with the contract.

The transfer of information to an authority or other party on the basis of an obligatory official order shall not be deemed a violation of the obligation to maintain secrecy.

The service provider shall not use the procurement contract or the customer's name in marketing without the customer's consent. Unless otherwise agreed, the service provider may, however, use the procurement contract as reference information when making tenders to procurement units referred to in procurement legislation.

The obligations referred to in this chapter continue after the procurement contract period.

13. Cancellation of the Contract

As mentioned in JYSE 2014 Services, in paragraph 13 and in its subsections.

14. Termination of the Contract in special situations

As mentioned in JYSE 2014 Services, in paragraph 18 and in its subsections.

However, the section 15.1. is amended to this following form: "The customer has the right to terminate the procurement contract with immediate effect if the service provider is burdened by a mandatory criteria for exclusion referred to in section 80 of the Act on Public Contracts (1397/2016), or discretionary criteria for exclusion referred to in section 81(1)(1-11), even if the criteria arose after the beginning of the contractual relation."

15. Damages

As mentioned in JYSE 2014 Services, in paragraph 16 and in its subsections.

Both Contracting Parties bear responsibility for their own damages caused by court's decision to rule the procurement process ineffective or to shorten the Contract Period.

16. Force Majeure

As mentioned in JYSE 2014 Services, in paragraph 14 and in its subsections.

17. Changes

Changes to the Contract must be made in writing. Changes made in an electronic format shall be deemed changes in writing to the Contract.

Changes relating to the services and their impact on the delivery schedule or price must be agreed in writing before measures are initiated.

If the procurement involves an option, the Customer decides on whether to use it. The terms of the procurement Contract apply to the option.

18. Transfer of Contract

Without the Customer's consent, the service provider shall not have the right to transfer the Contract to a third party, even partially. The Customer shall have the right to transfer this Contract to a third party to whom the Customer's tasks are transferred in full or partially.

19. Confidentiality

As mentioned in JYSE 2014 Services, in paragraph 21 and in its subsections.

20. Duty to help and assist should the service provider change

As mentioned in JYSE 2014 Services, in paragraph 23 and in its subsections.

21. Disputes and applicable law

Issues relating to the contract will be resolved primarily through negotiations between the contracting parties.

If a dispute cannot be resolved through negotiation, it will be submitted for resolution in a Court of First Instance in the Customer's domicile.

The laws of Finland apply to this contract. The connecting factor rules of Finnish law or the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not, however, apply to the procurement contract.

22. Contract documents

The procurement contract documents complement each other. Should the contract documents conflict, they shall be adhered to in the following order of validity, unless otherwise agreed:

1. Contract
2. General Terms of Public Procurement in Service Contracts (JYSE 2014 SERVICES)
3. Tender by the Service provider

This Contract has been conducted in two similar copies, one to the Service provider, one to the Customer.

HUS

Place, Date

The Service provider

Place, Date

Name

Name

Name

Name