
COLLABORATION AGREEMENT (the “Agreement”)

is made by and between:

WORLD ECONOMIC FORUM, a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland, represented by its legal representatives, hereinafter referred to as the “**Forum**”;

and

MINISTRY OF TRANSPORT AND COMMUNICATIONS, with address at Eteläesplanadi 16, 00130, Helsinki, Finland, hereinafter referred to as “**Ministry**”;

and

CITY OF HELSINKI, with address at Pohjoisesplanadi 11-13, P.O. Box 10, 00099, Helsinki, Finland, hereinafter referred to as “**City**”;

Referred to individually as “Party” and collectively “Parties”.

Whereas, incorporated as a foundation in 1971, and based in Geneva, Switzerland, the Forum is impartial and not-for-profit, it is tied to no political, partisan or national interests;

Whereas, on January 23, 2015, in recognition of the Forum’s profile as the international organisation for public private cooperation, the Federal Government of Switzerland and the Forum signed a Headquarter Agreement pursuant to the Host State Act of Switzerland by which the Forum’s profile and status were further enhanced;

Whereas, the Forum believes that economic progress without social development is not sustainable, while social development without economic progress is not feasible;

Whereas, as a not-for-profit foundation, the Forum enters into collaboration agreements for the purpose of fulfilling the Forum and the World Economic Forum LLC’s (“**Forum LLC**”) mission, which is to be committed to improving the state of the world by engaging business, political, academic and other leaders of society to shape global, regional and industry agendas, and not for the purpose of entering into commercial relationship and the Parties recognize as key to interpreting their rights and obligations and to guide their conduct hereunder;

Whereas, the Ministry is mandated to promote well-being and competitiveness through high-quality transport and communications networks in Finland;

Whereas, the City’s vision is to be the world’s most functional city. In pursuing this vision, it seeks to create the best conditions possible for urban life for its residents and for visitors through leveraging, amongst others, emerging technologies;

Whereas, Ministry and City are willing to contribute to the mission of the Forum by seconding and assigning an official from the City to the Forum’s Centre for the Fourth Industrial Revolution (the “**Centre**”) for the position of Fellow for the period of twelve months (the “**Centre Fellowship**”), as defined and described herein;

Whereas, the Parties have agreed to cooperate in the achievement of common objectives stipulated in this Agreement;

Now therefore the Parties have agreed to cooperate as follows:

Art. 1. Purpose of the Collaboration

This Agreement sets the respective common interests of the Parties and provides a framework for cooperation and facilitates collaboration between the Parties in matters and areas of common interest and to establish the arrangements necessary for a successful partnership.

Art. 2. Description of the Collaboration

As part of this Agreement, the Parties agree to send on secondment a representative from the City to the Forum who will work alongside employees at the Centre and who will act as the focal point for the co-creation of the Centre project(s) that the Ministry and City has confirmed to co-lead, and will act in accordance to the terms of the Centre Fellowship articulated in this Agreement, hereinafter the (“**Centre Fellow**”).

The Centre Fellow will actively participate and contribute to specific workstreams within the Centre’s Data Policy Platform, with a specific focus under the umbrella of the Data for Common Purpose Initiative, including but not limited to:

- Conducting a landscape review of current data policy governance work being conducted around the world, at government, academic, civil society and industry level which may represent high potential for Finland;
- Identifying a priority focus area within Data Policy governance in alignment with the agreed strategic and policy priorities for the Government of Finland and the City of Helsinki;
- Potential exploration of data sharing governance models which could enable data-driven innovation through the unlocking of siloed personal data within the City of Helsinki, including business-to-government, business-to-business, and government-to-government data sharing;
- Potential exploration of data exchange and monetisation models, including the governance, rights and rewards in data value chains, with a specific focus on personal data;
- Potential exploration of data protection and privacy governance gaps around data use e.g. for common or collective purpose, data trust models or other;
- Engage relevant stakeholders in Finland, Helsinki, and outside to solicit input and feedback on the development of data governance policy principles and regulatory frameworks;
- In cooperation with the World Economic Forum, build a community of cross-disciplinary and diverse stakeholders for advancing progress in the priority areas identified through the partnership;
- Contribute to the development of policy principles and regulatory frameworks to be piloted in Helsinki, in coordination with Finland’s national policy processes and potential participation in international policy fora including e.g. the European Commission;
- Oversee and drive execution of a pilot project in Helsinki with relevant stakeholders, and the scaling of policy models developed, and lessons learned to the national and international levels.

The Centre Fellow will be nominated by the City. The Centre Fellow will be under the supervision of and will report to Anne Flanagan, Data Policy Lead (the “**Supervisor**”).

The Ministry and City will support the work of the Centre Fellow by:

- Supporting the implementation in Finland of pilot projects co-designed at the Centre, including building support in other government agencies and other relevant stakeholders in Finland.
- Supporting the dissemination of lessons learned from the pilot projects to an international audience so that other governments can implement the policy frameworks co-designed with Finland.

The Parties will work together to deliver strong engagement across multiple stakeholder groups in Finland. The Parties share common objectives under this Agreement and will continue to exchange information and publications on industry, trade, economy and global business opportunities.

Art. 3. Objectives and Scope of the Collaboration

3.1 Contemplated Joint Objectives

The Parties shall, in accordance with the provisions set forth herein, cooperate on matters of common interest and collaborate on drawing up implementation work programs, with specified measurement of impact for the execution of activities within key areas of cooperation defined in this Agreement.

Readiness for the Fourth Industrial Revolution:

The primary focus of this collaboration is to co-design and pilot policy principles and regulatory frameworks that maximize the benefits and/or mitigate risks associated with the Fourth Industrial Revolution – the current period of rapid, simultaneous and systematic transformations driven by advances in science and technology. The primary point of engagement for this Agreement is the Forum's Centre for the Fourth Industrial Revolution in San Francisco, a new space for global cooperation committed to developing policy principles and regulatory frameworks that accelerate the applications of science and technology in the global public interest.

Participation in Global Councils:

Finland will be able to nominate a minister-level representative to serve on the Forum's Global Council for the selected project. Global Councils are the foremost international communities of governmental, business, civil society and technical leaders committed to shaping the governance and application of the most important Fourth Industrial Revolution technologies in the global public interest. The Councils are a platform for the sharing of information, experience and learnings from innovative policy and governance experiments around the world.

The following are additional areas on which the Parties can focus:

- Engagement in the Centre's thematic initiatives and projects;
- Input in relevant publications and reports;
- Participation in global, regional and national events and workshops related to the Ministry and City's engagement with Centre projects; and
- Participation in the Forum's Global Technology Governance Summit and/or Annual Meeting of New Champions on science, technology and innovation.

3.2 Measurement of Impact

The Parties hereby agree that the success of this collaboration should be measured in terms of high-level impact. The implementation work plans will specify measurement of impact for particular objectives. Impact may be assessed as the following:

- (i) Development and deployment of policy protocols co-created with the City and Ministry and piloted in Finland;
- (ii) Contribution to insight generation on the topics relevant Centre projects, particularly those that are the primary focus of Finland's engagement with the Centre, in Finland and shared more widely;
- (iii) Progress in addressing critical issues and generating insights through multi-stakeholder dialogue;
- (iv) Increased profile on the international stage through engagement of high-level stakeholders and media exposure; and

- (v) Finland's representation increased in global multi-stakeholder platforms related to Data Policy and the governance of Fourth Industrial Revolution technologies.

3.3 Promotion of the Collaboration

When one Party publicizes the outcomes/outputs of the cooperation under this Agreement by issuing press releases, advertisements or other publicity-related public statements on internet sites, speeches or via other appropriate means, the Party shall satisfy the following conditions:

- (i) get prior written approval of the other Parties, or give the other Parties the opportunity to comment on the above matters referred to herein before publicizing the outcomes/outputs; and
- (ii) clearly state the name of the other Parties in the publication to show the outcome/output was the product or result of the collaboration between the Parties.

The aforesaid conditions shall not apply when a Party publicizes outcomes/outputs of independent project/programmes which are not directly linked to this Agreement.

Each Party is responsible for the costs of public relations activities relating to the partnership following its respective regulations, rules, policies and procedures.

Art. 4. The Responsibilities of Implementation of the Parties

To facilitate implementation of this Agreement, the Parties hereto shall, subject to their respective rules, regulations, policies and procedures:

- (i) Jointly identify specific activities under each key area of cooperation defined hereabove;
- (ii) Develop detailed joint work plans of the collaboration, with clear indication of the roles, responsibilities and timelines for delivery;
- (iii) Undertake any such other activities as may be agreed between the Parties.

The activities and plans stated hereabove shall be defined in writing and signed by the Parties to form an integral part of this Agreement.

The City will be responsible for:

- Providing a Centre Fellow to the Forum whose salary will be paid by the City;
- All the costs not related to the Forum events and/or meetings organized by the City will be paid by the City.

The Forum will be responsible for:

- Cost related to the Centre Fellow's travel and hotel accommodation expenses to Forum's events and/or meetings organized by the Forum or related to the Fellow's work at the Centre for the Fourth Industrial Revolution;
- The Forum will provide the Centre Fellow with working space and facilities at its offices and the Centre Fellow will be integrated into the Forum's business operations to the extent necessary to fulfil his assigned function under this Agreement.

Art 5. Financial Arrangement

The City will contribute USD 40,000 (forty thousand dollars) per annum to the Centre which covers operational costs related to the Centre Fellow.

Art. 6. Miscellaneous

6.1. Term and Termination

6.1.1 Term

The Agreement shall come into full force and effect as of 1 July 2020 (the “Effective Date”) until 30 June 2021, unless terminated earlier in accordance with 6.1.2 below. This Agreement may be extended for further periods with the written agreement of both Parties.

6.1.2 Termination

Either Party may, without prejudice to any other rights or remedies, terminate the Agreement with immediate effect by providing a written notice to the other Party, if the other Party has failed to remedy a material breach of any of its obligations under the Agreement within sixty (60) business days after having been provided a written notice specifying the breach and requesting it to remedy the breach.

The Forum may, without prejudice to any other rights or remedies, terminate the Agreement with immediate effect by providing a written notice to the City and Ministry if:

- the Forum has reason to believe in its absolute discretion that its image, reputation, mission, independence and/or intellectual integrity is or could be threatened or tarnished by reason of any action of, or circumstance relating to, the City and/or Ministry;
- the Ministry and/or City is affected by an embargo, sanction or other similar program, including but not limited to any sanction, prohibition or restriction under any United Nations resolution or imposed by any jurisdiction;
- the Ministry and/or City admits in writing its inability to pay any debts to the Forum as they fall due;

The expiration or early termination of the Agreement shall not relieve the Parties of any liabilities accrued before such expiration or termination.

6.2 Compliance

Offers, gifts, facilitation payments, considerations or benefits of any kind shall not be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts related to the collaboration under this Agreement.

6.3. Communication to third parties (including press)

Neither Party will, in any circumstance, mention its relationship with the other Party in any sort of media vehicle without the previous and written authorization of such other Party.

In particular neither Party will issue any press release regarding this Agreement and/or any transaction or collaboration contemplated herein without the other Party’s prior written approval.

6.4. Use of the Parties names and logos

Neither Party will use the name and/or logo of the other Party without the other Party’s prior written approval on the form, content and context.

6.5. Intellectual Property Rights

Initially, there is no transfer of intellectual property rights made pursuant to this Agreement. However, all intellectual property (including but not limited to information, know-how, trade secrets, trademarks, copyrights, patents, inventions, documents, materials) developed under this Agreement and/or in connection to the collaboration shall, at all time, be the sole and exclusive property of the Forum unless agreed otherwise in writing by the Parties.

6.6. Independence of the Parties

Neither Party has any authority to enter into obligations on behalf of the other Party or to undertake any other action with third parties that would be binding on the other Party, unless expressly authorized to do so by such Party, in writing.

6.7. “No Partnership”

Nothing in this Agreement or in the business relationship between the Parties shall be construed as creating or implying a partnership, employment, agency, or any other form of legal association between the Parties.

6.8. Conflict of interest

During the term of this Agreement, the City shall ensure that the Centre Fellow will not compete with any of the Forum, directly or indirectly, in any manner, with projects, events, operations or businesses, in which the Forum is engaged, in particular, without limitation, ensure that the Centre Fellow will not disclose any confidential Information from the Forum.

6.9. Severability

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable provision was originally deleted.

6.10 Contact Persons and Notice

For the purpose of facilitating the implementation of the cooperation under this Agreement, the contacts for communication will be:

For the Forum:

Name: Pim Valdre

Address: Route de la Capite 91-93, 1223 Cologny, Switzerland

Tel.: +41227873972

Email: Pim.Valdre@weforum.org

For the Ministry:

Name: Antti Paasilehto

Address: PL 31, 00023 Valtioneuvosto, Finland

T: +358-40-5325657

Email: antti.paasilehto@lvm.fi

For the City:

Name: Jani Moliis

Address: Pohjoisesplanadi 11-13, 00099 Helsingin kaupunki, Finland

T: + 358-40-5224613

Email: jani.moliis@hel.fi

Any Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this article.

6.11. Modification to this Agreement

The Agreement may be amended with the written consent of the Parties as long as signed by the Parties' legal representatives.

6.12. Entire Agreement

This Agreement constitutes the entire and complete agreement between the Parties relating to the subject matter hereof and terminates and supersedes upon its signature all prior discussions held between the Parties.

6.13. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the substantive laws of Geneva, Switzerland, under the exclusion of any international treaty and under the exclusion of any conflicts of laws principles.

In case of dispute arising in connection with the construction, the performance or the consequences of this Agreement, both parties shall, in good faith, use their best efforts to reach an amicable settlement. Should an amicable settlement not be reached at the final level of each Party's Chairperson/CEO, each Party hereto agrees that the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Geneva (Switzerland) and be conducted in the English language.

All texts being equally authentic, in case of any divergence in interpretation, English text shall prevail.

[Signature Page Follows]

Date:

**MINISTRY OF TRANSPORT AND
COMMUNICATION**

Signature: _____

Name: Timo Harakka

Position: Minister of Transport and Communications

CITY OF HELSINKI

Signature: _____

Name: Jan Vapaavuori

Position: Mayor

Date:

WORLD ECONOMIC FORUM

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____