

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF AMSTERDAM,

AND

THE CITY OF HELSINKI

TO

***DEVELOP USE OF ARTIFICIAL INTELLIGENCE
ACCORDING TO DIGITAL RIGHTS***

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AMSTERDAM,
AND
THE CITY OF HELSINKI
TO
Develop use of Artificial Intelligence according to Digital Rights

WHEREAS, the City of Amsterdam in the Kingdom of the Netherlands is a local authority and is committed to serving the residents of Amsterdam democratically;

WHEREAS, the City of Helsinki is a local authority and is committed to serving the residents of Helsinki democratically;

ACKNOWLEDGING that the Cities of Amsterdam and Helsinki (hereinafter referred to as the “CITIES”) are members of the “*Cities Coalition for Digital Rights*”, inspired by the Internet Rights and Principles Coalition based at the UN Internet Governance Forum, for harnessing technology to provide trustworthy and secure digital services and infrastructure that improve the lives of people and support communities in cities, with a commitment towards the following 5 principles:

1. Universal and equal access to the Internet, and digital literacy;
2. Privacy, data protection and security;
3. Transparency, accountability, and non-discrimination of data, content and algorithm;
4. Participatory democracy, diversity and inclusion;
5. Open and ethical digital service standards,
(hereinafter referred to as the “**Project**”);

ACKNOWLEDGING that the Cities of Amsterdam and Helsinki are part of the working group for promoting the ethical use of artificial intelligence in the “**Project**”, that has the objective for more fair and inclusive use of artificial intelligence.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, CITIES, have entered into this Memorandum of Understanding (hereinafter referred to as the “**MOU**”).

ARTICLE I
Scope and Objectives

1. The purpose of this MOU is to provide a framework for mutually fruitful collaboration between the Parties for rendering support in the implementation of the Project.
2. Subject to Article III, clause (1) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties will make efforts to collaborate and work together with the overall aim of the Project to promote and defend digital rights and to resolve common digital challenges and work towards framing and implementing legal framework and programmes to advance digital rights and prevent their abuse in cities.
3. The following shall be the goals of the collaboration:
 - (a) Develop common definitions and terminology for artificial intelligence and algorithms and understandable ways to explain the use of it
 - (b) Develop fair and inclusive use of artificial intelligence, as an alternative to biased and discriminatory use of artificial intelligence
 - (c) Increase trust between citizens and government by enforcing suppliers to use artificial intelligence in a fair, transparent and explainable ways, through contract terms
 - (d) Increase transparency by working towards an open artificial intelligence registry explaining the use of artificial intelligence in CITIES

ARTICLE II
Responsibilities of the Parties

1. The Parties agree to work to join efforts and work together in the achievement of the objectives of this collaboration in good faith and in a spirit of friendly cooperation and carry out their respective responsibilities in accordance with the provisions of this MOU.
2. The Parties will work to collaborate in raising awareness and keeping each party informed of policies that may affect the Project.
3. Parties will make efforts to refrain from any action that may adversely affect the interests of the other Party and fulfil their commitments with fullest regard to the terms and conditions of this MoU.
4. Each party shall identify a primary contact for this collaboration
5. The Parties will work to maintain regular close consultations to monitor and review the progress of the activities of the Project and to plan future possible areas of collaboration.
6. Any exchange of information between the Parties under this MoU shall be subject to their respective internal policies and procedures, including those applicable to the disclosure of information. In conformity with such policies and procedures the Parties may make this MoU publicly available.

ARTICLE III

Relationship between the Parties

1. The Parties agree that this MOU does not represent any commitment with regard to funding on the part of the Parties. Any such commitment shall be reflected in separate agreements that may be entered into by the Parties under this MOU. Furthermore, this MOU shall not represent any commitment on the part of any Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.
2. None of the Parties experts, employees, agents or representatives shall have any authority to commit any Party in respect of any expenditure whatsoever.
3. Details of the Parties' collaboration and possible cost-sharing arrangements shall be established in separate agreements entered into by the Parties, subject to their respective regulations, rules, policies and procedures.

ARTICLE IV **Termination**

1. This MOU may be terminated by any Party for any reason giving the other Parties a written notice of thirty (30) days prior to termination to the address and in the manner indicated under Article XIII, ("Notices"), herein below. In the event of termination, the Parties will work to take the appropriate steps to bring activities under this MOU to a prompt and orderly conclusion.
2. No such termination shall affect any other agreement already entered into by either Party pursuant to this MOU.

ARTICLE V **Amendments**

1. This MOU may be amended only by written agreement fully executed by all the Parties hereto. Any relevant matter for which no provision is made in this MOU will be settled by the Parties in keeping with the general objectives of the MOU, in a manner that is conducive to continued good relations and shall be subject to the Parties' respective policies and procedures.

ARTICLE VI **Use of Name and Emblem or Media**

1. No Party will use the name, emblem or official seal of the other party, or any abbreviation thereof in connection with its business or otherwise, without the express prior written permission of a duly authorized representative of the Party in each case.
2. No Party has the authority, express or implied, to make any public statement on behalf of another Party and all press releases issued in relation to this MoU shall be approved in writing in advance by all of the Parties before being issued

ARTICLE VII
Confidential Nature of Documents

1. Information that is considered proprietary by any Party or that is shared or disclosed to another Party, and is designated as confidential, shall be held in confidence by the receiving Party and shall be used only for the purpose for which it was disclosed.

ARTICLE VIII
Legal Status of the Parties

1. Nothing contained in or relating to this MOU shall be construed to create a partnership, a joint venture, employment or agency relation between or among the Parties.

2. The officials, representatives, employees, or agents of any Party to this MoU shall not be considered in any respect as being officials, representatives, employees or agents of the other Parties.

3. The collaboration between the Parties under this MOU shall be on a non-exclusive basis.

4. Nothing in this MOU creates, or is intended to create, any legally enforceable rights or obligations on the Parties.

ARTICLE IX
Entry into Force

1. This MOU shall enter into effect upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of two (2) years from the effective date of this MOU, unless earlier terminated by any Party in accordance with Article IV (“*Termination*”) clause (1) or amended by written agreement by the Parties in accordance with Article V (“*Amendments*”) clause (1) herein above.

This MOU may be renewed for a further period up to two (2) years, provided the renewal is agreed by the Parties in writing, signed at least sixty (60) days prior to the end of the original Term.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the CITIES, have signed this MOU in two (2) original copies in English at the place(s) and on the date(s) below written.

AMSTERDAM CITY COUNCIL

Ger Baron
Chief Technology Officer

Place: Helsinki, Finland

Date: _____

CITY OF HELSINKI

Mikko Rusama
Chief Digital Officer

Place: Helsinki, Finland

Date: _____