

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN FUNDACIÓN CHILE AND TAMPERE VOCATIONAL COLLEGE TREDU

In Santiago, Chile, on 15 December, 2025, **FUNDACIÓN CHILE**, a non-profit, private institution, R.U.T. N°70.300.000-2, hereinafter "the Fundación" or "the Foundation", represented by Mr. Luis Hernán Vicente Andrade, national identity N°10. 958.281-K and by Mr. Sebastián Acevedo García, national identity N°14.600.489- K, all residing at Avda. Parque Antonio Rabat Sur N°6165, Vitacura, Metropolitan Region, and the Service Provider **TAMPERE VOCATIONAL COLLEGE TREDU**, Business ID (R.U.T.) N° 0211675-2 hereinafter "the Service Provider" or "TREDU", represented by Mrs. Kirsi Viskari, Finnish nationality, both residing at P. O. Box 217, 33101 Tampere Region, Finland have agreed to the following Professional Services Contract:

FIRST:

FUNDACION is a private non-profit corporation, dedicated to the introduction of innovations and technology transfer to productive sectors of the country, through the development of innovative business in alliance with local and global knowledge networks.

Fundación Chile is carrying out the project **Leaders who inspire the strengthening of STEM pathways among Technical and Vocational Education and Training (TVET) students in Chile.**

In this context, Fundación Chile needs to purchase the expert services of the Tampere Vocational College Tredu for the following Specialist Qualifications within the project.

Tredu is a multisectoral education provider operating as a part of the City of Tampere. Tredu is the second biggest upper secondary level vocational college in Finland specialized in working life co-operation, new technologies, entrepreneurship and versatile learning environments with strong working life connections and international collaboration. Tredu will provide the Fundación with the following professional services:

- **Vocational qualification in immediate supervision, development plan (30 credits)** ("Training Program") for the training group of 150 TVET professionals (100 junior and 50 senior) commissioned by Fundación Chile.
- **Specialist qualification in management, Work community development management (20 Credits)** for the training group of 50 TVET professionals (senior) from the previous group of participants commissioned by Fundación Chile.

These Training Programs are based on the requirements of the Finnish Vocational Qualification in Specialist Qualification in Management and Specialist Qualification in Education and Guidance, determined by the Finnish National Agency for Education. Tredu has been granted by The Ministry of Education and Culture in Finland with license (authorization) to provide above mentioned vocational education and training. Duration of the Training Program shall be 18 months in hybrid form. Program shall have the maximum of 150 participants.

Content:

The program participants develop and lead teachers' competence, mentoring and international pedagogical solutions in their own educational institution. They will produce their own **continuing education program for teachers**, as a **local development project**. On top of that, 50 participants build a **senior-junior mentoring model for Chile**.

The criteria for the Specialist Vocational Qualification in Management allow:

- ✓ competence management
- ✓ Personnel development

- ✓ building structures for continuous learning
- ✓ planning and implementing training and development processes

The criteria for the Specialist Qualification in Education and Guidance allow mentors:

- ✓ building and implementing mentoring and coaching practices in local context

The aim of the training:

- To lead the development of teachers' competence from a strategic and pedagogical perspective.
 - To plan, implement and evaluate teachers' in-service training.
 - To understand the international education field, learning trends and practices.
 - To lead a learning community project.
 - To develop the operating culture and pedagogical quality of the educational institution.
 - To implement an extensive development project that will be integrated into the permanent structures of the educational institution.
 - To build a functional senior-junior mentoring model for the educational institution.
- A) Kick-off (intensive 2 weeks in Chile – April 2026) Including prior working sessions with the Fundación Chile team to contextualize the training proposal and make the necessary adjustments to ensure proper implementation.
- B) Online learning modules (8)
1. Designing the learning process
 2. Teaching and facilitation methods in vocational education
 3. Student well-being and support for learning
 4. Assessment and personalising
 5. Education and working life
 6. STEM in vocational education
 7. Learning communities
 8. Development work project
- C) Specific training for mentor teachers (intensive 2 weeks in Chile – January 2027)
- D) Online mentoring for development processes in both programs
- E) Certification Seminar and Completion of the Experience (one week in Chile- June 2027)
- F) Finnish participation to the joint publication
- G) Provide an international learning experience for 16 education management-level professionals within the context of the Chilean educational system

* The teaching languages of the program are English and Spanish. The competence demonstrations shall be conducted in Spanish language and evaluated in English and in Spanish.

Obligations of the Parties

Tredu shall be responsible for managing the program in terms of training including:

- Preparing the curriculum of the Training Program
- Carrying out the training and assessment of the participants in accordance with the requirements of the Finnish National Agency for Education
- Accepting participants in the Training Program and taking them to learning management systems
- Assessing the performance of the participants in competence demonstrations
- Issuing qualification certificates granted by Tredu
- Finnish participation to the joint publication
- Provide an international learning experience for **16** education management-level professionals within the context of the Chilean educational system

FCH shall be the commissioner of the program and shall be responsible for the overall execution of the program including

- Jointly with Tredu appointing the participants joining the Training Program according to the agreed criteria. The applicants shall fulfil the following minimum eligibility requirements:
 - Secondary education certificate
 - Interest and active participation in the study program and local development work
- Advising and assisting selected participants in study process and graduating criteria
- Ensuring that the participants know and understand their rights and responsibilities regarding the commissioned education program ensuring that the following condition is met:

This training program cannot not be arranged for citizens of states belonging to the European Economic Area or for persons or their family members who are deemed comparable to European Union citizens under European Union treaties or under a treaty concluded by the European Union and its Member States with another contracting party. Nor cannot this training program be arranged for persons who, under the Aliens Act (301/2004), have a European Union Blue Card, a continuous or a permanent residence permit or a long-term resident's European Union residence permit issued to third-country nationals, nor for any family members of the above. The Finnish Aliens Act is applied in the definition of persons regarded as family members.

This condition must be met throughout the training program. If the status of the participating person changes during the program, the person is no longer eligible to continue in the program.

FCH shall be responsible for taking care of all practical matters related to the Training Program not specifically determined to be on Tredu's responsibility.

Tredu shall render the above-mentioned services and shall fulfill its obligations with due diligence, efficiency, economy and security, following generally accepted professional practices and techniques.

Tredu shall have as its counterpart in Fundación Chile Ms. Susana Francisca Silva Maturana Project or Contract Head, who may delegate this responsibility to other Fundación Chile professionals, depending on the progress of the assistance.

SECOND:

This agreement shall remain in force until June 30, 2027.

Notwithstanding the foregoing, Fundación Chile may terminate it early at any time, without further liability, by giving 30 days' prior notice. In such case, payment for the portion of the services effectively provided by Tredu to the satisfaction of Fundación Chile shall be made in proportion to the agreement's actual duration and the degree of compliance with the obligations undertaken or services provided up to that date, as accepted by Fundación Chile and pending payment.

THIRD:

The Foundation shall pay the Service Provider a total gross amount of EUR 147,980 (one hundred forty-seven thousand nine hundred eighty euros), all expenses and taxes included. Payments shall be made upon the Foundation's timely receipt and acceptance of the deliverables and/or contracted services, and upon submission of the corresponding invoices on the dates and under the terms set out below:

- a) EUR 23,140.00 (twenty-three thousand one hundred forty) shall become due and payable on January 31st, 2026. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- b) EUR 21,140.00 (twenty-one thousand one hundred forty) shall become due and payable on April 1st, 2026. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- c) EUR 19,140.00 (nineteen thousand one hundred forty) shall become due and payable on June 1st, 2026. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- d) EUR 17,140.00 (seventeen thousand one hundred forty) shall become due and payable on September 1st, 2026. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- e) EUR 15,140.00 (fifteen thousand one hundred forty) shall become due and payable on December 1st, 2026. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- f) EUR 25 140.00 (twenty-five thousand one hundred forty) shall become due and payable on February 27th, 2027. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.
- g) EUR 27 140.00 (twenty-seven thousand one hundred forty) shall become due and payable on June 27th, 2027. The above presupposes that Fundación Chile is satisfied with the respective reports and the corresponding invoice.

Qualification certificates and possible participation certificates can be issued for participants of the Training Program only after Tredu has received the total Consideration from FCH.

The Consideration shall be paid in EUR to Tredu's following bank account:
City of Tampere, Tampere Vocational College Tredu

International Bank Account Number (IBAN): FI92 2046 1800 0628 04

Bank Identifier Code (BIC): NDEAFIHH

Payment reference: Specialist Qualification Chile

Tredu shall issue corresponding invoices to FCH and send these to following email addresses:

kattarine.vasquez@fch.cl ; susana.silva@fch.cl

If the assistance extends beyond the indicated deadline, or if the deliverables, services or reports do not meet Fundación Chile's reference terms and requirements or if any of the events described in the sixth clause letters a, b and c should occur, the latter may withhold the payment of fees to the Service Provider until it fully complies with the contracted obligations.

If the performance of this contract involves incurring expenses for items not included in the services proposal, these shall be defined and agreed upon prior to their realization, in an appendix signed by both parties. All expenditures by the Service Provider for such concepts will require the Fundación's prior written consent and all expenditures shall be made after submitting a duly documented statement of accounts.

FOURTH:

The publicity and disclosure of this Agreement are governed by the Finnish Act on the Openness of Government Activities (laki viranomaisten toiminnan julkisuudesta 621/1999). As a general rule, this Agreement is public under the Act on the Openness of Government Activities (621/1999), unless otherwise expressly agreed upon for specific parts.

Confidentiality. “Confidential Information” means any non-public information disclosed by either Party in connection with this Agreement. Each Party shall use the other Party’s Confidential Information solely to perform this Agreement and shall protect it with at least the same degree of care it uses for its own confidential information.

Permitted disclosures / exceptions. Confidentiality obligations do not apply to information that (i) is or becomes public without breach, (ii) was lawfully known by the receiving Party before disclosure, (iii) is independently developed without use of Confidential Information, or (iv) is lawfully received from a third party without restriction. Disclosure is permitted to a Party’s employees, contractors and professional advisers on a need-to-know basis, and to the extent required by mandatory law or binding authority decision (including audits/oversight applicable to a public university), provided that the receiving Party gives prior notice where legally permitted.

Term. The confidentiality obligations apply during the term of this Agreement and for three (3) years thereafter.

Intellectual Property – Background vs Deliverables. Each Party retains all rights to its pre-existing materials, methods, tools, templates, software, documentation, know-how and other intellectual property (“Background IP”). Only the deliverables specifically created by TREDU for Fundación under this Agreement (“Deliverables”) shall be assigned to Fundación upon full payment of the applicable fees. For clarity, the assignment does not include TREDU’s Background IP.

TREDU states that it has the patents, licenses or permits that guarantee the legal use by it and by the Fundación of the services or supplies that are the object of this contract.

TREDU shall legally protect the Fundación, its directors, executives and employees from any suit, action or judicial claim of any kind and compensate any damage, or cost in case of the infringement or breach of the obligation stated in the above paragraph, including the corresponding legal fees and judicial defense.

FIFTH:

a.- It is expressly stated, that TREDU, its professionals, advisors and personnel are not dependents of or employed by Fundación Chile, that the professional services anticipated in this contract shall be provided in the free exercise of its business, governed by civil or commercial legislation, when applicable; that the stipulated fees are not nor can they be job remunerations governed by their regulations, and that, therefore, the Service Provider has no right to nor is the Fundación obliged to pay or award compensations because of illness, death, accident or others related or not with the provision of the above-mentioned professional services for the period covered by this Contract. By reason of the above, the Fundación shall abstain from giving any instruction, order or authorization directly to the Service Provider’s personnel, so the latter should have a supervisor, who shall direct its personnel to carry out the contracted services. The above is without detriment to those ordinary or commonly occurring instructions that are inherent to the contracted services.

b.- The FUNDACION states that to date it has strictly complied with the regulations of Law 20.393 about the criminal responsibility of corporate bodies for the crimes covered by the Law, that it has not previously been sentenced for such conduct and that its representatives have not been summoned in accordance with article 22 of the Law, promising by this document to continue its compliance throughout the term of this contract, undertaking not to commit or develop with any of its partners, directors, administrators, representatives, agents or dependents in general, any type of activity or behavior that could affect the Client’s compliance with these standards.

In no case does the Service Provider allow, and expressly forbids its suppliers, to undertake in its name or for its benefit, any kind of improper payment to government employees in any department or public institution, nor to give tips or other types of monetary gifts, in kind or in intangible benefits, that are not the prices or fees covered by law.

c.- The Service Provider also states that while providing the services covered by this contract it shall closely follow the norms ruling in Chile regarding open competition, so that it shall not do any activity, act or agreement that prevents, restricts or hinders open competition in the sector where the Fundación operates.

SIXTH:

Tredu's personnel shall work under the supervision and direction of Tredu's management and shall comply with Finnish labor legislation in all activities carried out under this Agreement.

The Service Provider shall fully and completely comply at all times, during the term of this contract, with the labor legislation and regulations regarding natural resources, the environment, current occupational safety and health, especially if it must fulfill and perform its activities on Fundación Chile's premises, in which case it must also comply with its internal regulations and standards, that it states that it knows and accepts. FUNDACIÓN CHILE shall be responsible for providing documented instructions to Tredu's personnel regarding all applicable local laws, rules and guidelines in this respect.

The Service Provider shall give the Fundación, before it begins rendering services, a list of its personnel who will carry out the contracted services, including at least, the full name, occupation and residence of each one of them. This list shall be continually updated. Any change shall be communicated in writing to the Fundación, within the 5 days following the date of the modification, providing the new information and documents, mentioned above.

The Service Provider shall also hold Fundación Chile harmless in anything related to the execution of the Contract if faced with any complaint regarding these regulations or obligations, whether the complaint comes from workers, salaried personnel, contractors, or the State and its control and inspection agencies overseeing areas related to natural resources, the environment and/or safety, work, occupational health or others.

FUNDACIÓN CHILE may suspend or withhold the payment of any invoice only in the following cases:

- a) If Service Provider, its subcontractors, employees, or advisors cause direct and demonstrable damage to FUNDACIÓN CHILE's installations, works, or assets, or engage in theft or misappropriation of FUNDACIÓN CHILE's property.
- b) If Service Provider materially fails to comply with its obligations under this Agreement, after having been notified in writing and given a reasonable period to remedy the breach.
- c) If FUNDACIÓN CHILE is legally obligated to pay an amount directly resulting from Service Provider's negligence or breach of applicable labor, environmental, safety, or occupational health laws.

In the above cases, FUNDACIÓN CHILE may apply the withheld amounts solely to remedy or compensate for the damages directly caused by Service Provider, subject to a reasonable cap equivalent to Service Provider's actual liability under this Agreement. No other judicial or arbitral proceedings are required, provided that the amounts applied are proportional to the proven damages.

The suspension or withholding of payments shall cease immediately if Service Provider rectifies the breach to the reasonable satisfaction of FUNDACIÓN CHILE and/or compensates for the directly related damages, within the agreed liability limits.

FUNDACIÓN CHILE reserves the right, with reasonable notice, to deny access to its premises to one or more of Service Provider's personnel assigned to perform the contracted services. Such denial shall be communicated in writing. This shall not relieve Service Provider of its obligation to perform the services under this Agreement with qualified personnel of appropriate number and competence.

Service Provider's liability for damages, including any indemnification obligations, shall be limited to direct damages and capped at an amount reasonably proportionate to the contract value, in line with public university standards in Finland. Service Provider shall not be liable for indirect, consequential, or punitive damages, nor for legal fees exceeding this cap.

SEVENTH:

The breach of any of the obligations undertaken by either Party as a result of this contract, particularly the lack of suitable technical personnel or any deficiency, interruption or delay in the service, not justified by them, shall give both Parties the right ipso facto to settle this contract, without recurring to the arbitration agreed upon in the following clause.

The above is without detriment to the both Parties right to exercise the legal actions that it deems appropriate for obtaining the payment of the compensations arising from the damages caused by this breach. The recovery of the outstanding payments, shall not prevent the performance of these legal actions.

Neither Party shall be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of business, or loss of data, arising out of or in connection with this Agreement.

The total aggregate liability of either Party for any and all claims, damages, or losses arising from or related to this Agreement shall in no event exceed **EUR 50,000**, regardless of the cause of action or the number of claims.

EIGHTH:

This Agreement shall be governed by and construed in accordance with the laws of Chile, unless otherwise expressly referred to Finnish law.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The parties agree that the Expedited Procedure Rules shall apply irrespective of the amount in dispute. The seat of arbitration shall be New York, US. The language to be used in the arbitral proceedings shall be English.

NINTH:

Notwithstanding Clause EIGHTH, either Party may seek interim or conservatory measures from the competent courts at the seat of arbitration. For such limited purposes, the Parties submit to the jurisdiction of those courts.

**TENTH:
SINGLE AND FULL AGREEMENT**

This Contract is the entire agreement between the parties and replaces all previous contracts, agreements and declarations, written or oral, concerning the services it regulates.

In full agreement with what is stated herein, the parties sign three duplicate copies of this Contract all dated the same, with two copies for Fundación Chile and one copy for Tredu.

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**Luis Hernán
Vicente Andrade**

Legal
Representative

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**Sebastián Acevedo
García
FUNDACIÓN CHILE**
Legal
Representative

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**Kirsi Viskari, Director
Tampere Vocational College Tredu**
Legal Representative