



City of Amsterdam

Instruments for trustworthy Algorithmic Systems

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Starting point contractual terms for algorithms

Use of algorithms in a secure & responsible manner



Instruments for trustworthy Algorithmic Systems

1. Governance framework
2. Audit-framework
3. Algorithm Register
4. Procurement conditions



Requirement to be transparant to our citizens

Need for insight into the process observed during the development and application of the algorithm.

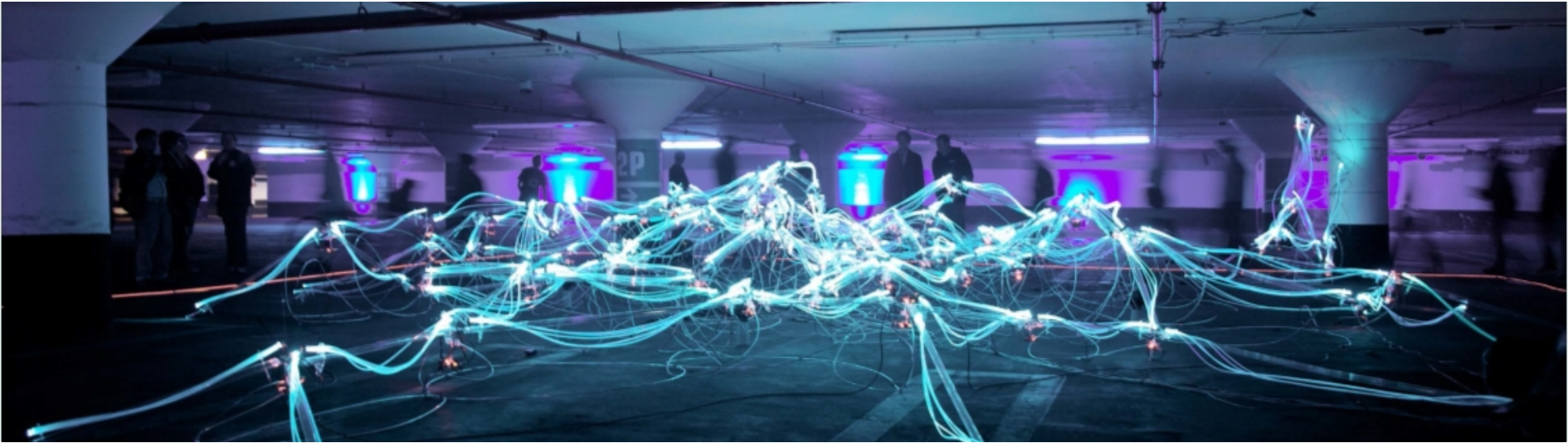


Transparency from the supplier is vital

1. Technical transparency
2. Procedural transparency
3. Explainability

[More information? Visit algoritmeregister.amsterdam.nl/en](https://www.algoritmeregister.amsterdam.nl/en)

PELS RIJCKEN



Drafting standard clauses for the procurement of AI

Jeroen Naves



Transforming the Amsterdam AI Clauses into a European standard that is in line with the proposed AI Act

- The Amsterdam AI Clauses are drafted with the Dutch jurisdiction in mind. Not all parts are relevant in other European jurisdictions.
- We therefore decided to redraft the AI Clauses and create a new version that can be used broadly by public organisations.
- Given that the AI Act is likely to (strongly) regulate the use of AI, we have decided to align the new version of the AI Clauses as much as possible with the current draft of the AI Act.
- Over the past months we have developed a first draft of the new AI Clauses. This is not an official EU document, but a first step towards creating a best practice in the field of contracting on AI.



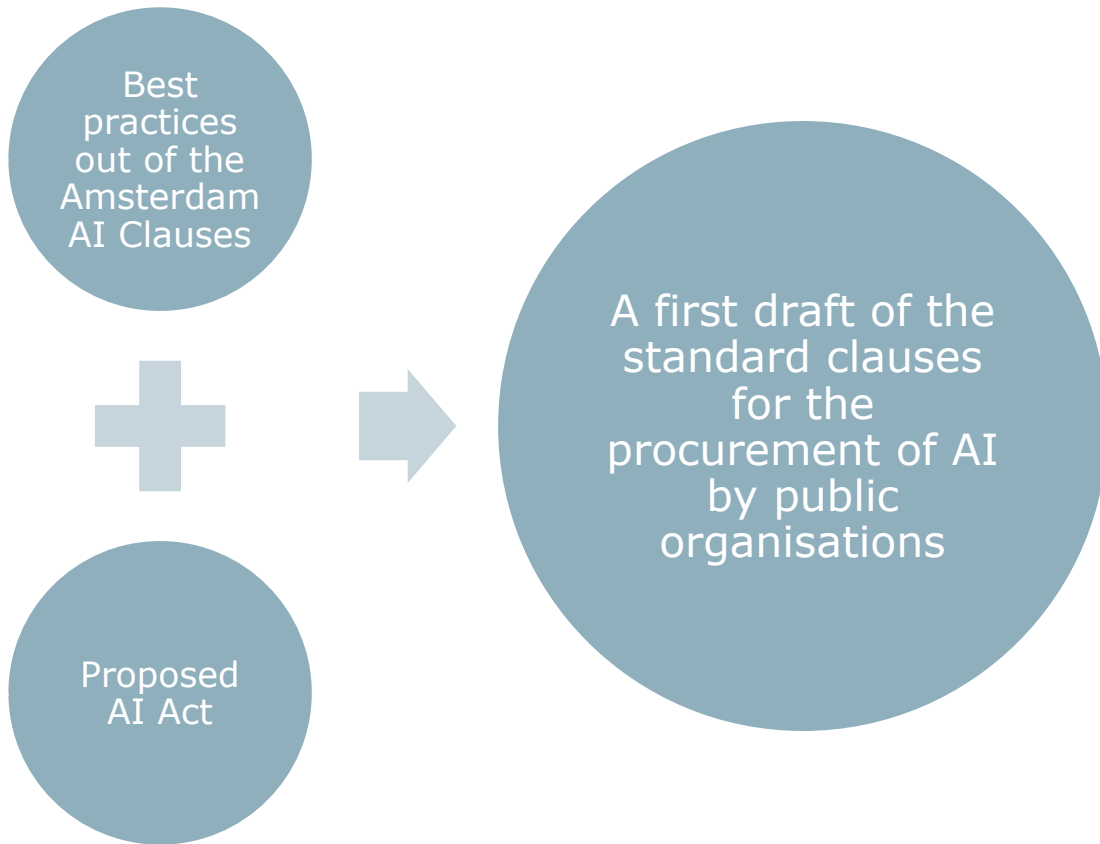
Important topics when drafting contracts on AI that have already been addressed in the Amsterdam AI Clauses

- Risk management
- Data quality
- Transparency
- Data ownership
- Audits



Relevance of the proposed AI Act

- Despite the fact that the proposed AI Act is subject to ongoing negotiations and the text of the AI Act is thus not final, the AI Act contains best practices in the field of the regulation of AI that can be used when contracting on AI.
- Using some of the obligations of the proposed AI Act in contractual clauses, is a way of minimising the risks to health, safety or fundamental rights that may emerge when AI is used at this time. This is particularly relevant for AI systems identified in the proposed AI Act as high-risk AI systems.
- By using particular obligations of the proposed AI Act in contractual clauses, you anticipate on the AI Act .





Incorporating the obligations of the proposed AI Act into clauses for the procurement of AI (1/2)

- In the current draft of the new version of the AI Clauses we have reused certain conditions of the Amsterdam Clauses (data ownership, audits, transparency) and incorporated the following requirements for high-risk AI systems and obligations of the Supplier:

Requirements for high-risk AI systems

- Risk management system
- Data and data governance (only relevant for AI systems which make use of techniques involving the training of models with data)
- Technical documentation and instructions for use
- Record-keeping
- Transparency
- Human oversight
- Accuracy, robustness and cybersecurity



Incorporating the obligations of the proposed AI Act into clauses for the procurement of AI (2/2)

Obligations of the Supplier

- Quality management system
 - Conformity assessment
 - Automatically generated logs
 - Corrective actions
 - Post-market monitoring
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- We also introduced the definition of "AI system" of the AI Act.

 - Public organisations that decide to use the clauses will always have to assess whether the various sections of these standard contractual clauses are sufficient and proportionate for a particular AI System, especially if this system is not a high-risk system within the meaning of the AI Act.



Next steps

- A first draft of the new version of the clauses will be shared soon.
- This document is still work-in-progress. The document will be updated regularly, including when a new version of the AI Act is available.
- We welcome comments and suggestions.



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