



● PUBLIC BUYERS COMMUNITY

Commentary

Model Contractual Clauses for the public procurement of AI (MCC-AI)
[Procurement of AI | Public Buyers Community](#)

1. Background to the MCC-AI for the public procurement of AI ('MCC-AI')

These MCC-AI have been drafted for public organisations wishing to procure an AI System that is developed or will be developed by an external Supplier. These MCC-AI follow largely the requirements and obligations for high-risk AI Systems included in the Chapter III of the Artificial Intelligence Act ('AI Act')¹. The MCC-AI have been developed in the context of the Community of Practice on Public Procurement of AI² supported by the European Commission.

Public organisations wishing to use the MCC-AI are encouraged to report their use to the Public Sector Tech Watch³. Public Sector Tech Watch already consists of more than 900 examples of the use of artificial intelligence in the public sector. Submitted examples are also considered for an award for the most innovative public sector use of emerging technologies in Europe.

Public authorities wishing to benefit from the MCC-AI are also encouraged to share their experience of using them in the digital discussion space for the Community of Practice on the Public Procurement of AI⁴ in the Public Buyers Community. In this way, the public organisation can publicise how it is using the MCC-AI and connect with other authorities in the EU facing the same issues and challenges. The value of the MCC-AI lies in their current use. By providing feedback and sharing experiences, you will enable the Community of Practice – with the support of the European Commission – to assess and adjust the MCC-AI and this document as appropriate.

2. Purposes and use of the MCC-AI

The purpose of the MCC-AI is to set out contractual conditions that enable public administrations ('Contracting Authorities') to comply with its obligations. When the Contracting Authority is purchasing an AI system that is classified as High-Risk under the AI-Act, the Contracting Authority and the Supplier must comply with the relevant obligations outlined in the AI Act. The MCC-AI-High-Risk are intended for the procurement of AI systems identified as high-risk in the AI Act. These AI systems may pose a high risk to the health and safety or fundamental rights of persons. The aim of the MCC-AI-High-Risk is to mitigate that risk.

The MCC-AI-Light are available for AI Systems that are not classified as High-Risk under the AI Act or other algorithmic systems but nevertheless require transparency obligation or requirements for explanation of individual decision-making by the public administration.

¹ [Regulation - EU - 2024/1689 - EN - EUR-Lex.](#)

² [Procurement of AI | Public Buyers Community \(europa.eu\)](#)

³ [Public Sector Tech Watch | Joinup \(europa.eu\)](#)

⁴ [Discussions | Public Buyers Community \(europa.eu\)](#)

The MCC-AI-Light are largely based on the requirements and obligations for high-risk AI systems set out in Chapter III of the AI Act. This means that even the use of the full MCC-AI-Light may not be appropriate and proportionate in all cases, and only parts of the MCC-AI-Light should be used where the AI system is not high-risk, and that it may in certain circumstances be sensible to use only part of the light version of the MCC-AI when purchasing a non-high-risk AI system. Chapter 3, Paragraph 2 of this Commentary explains how sections apply or can be deleted as needed.

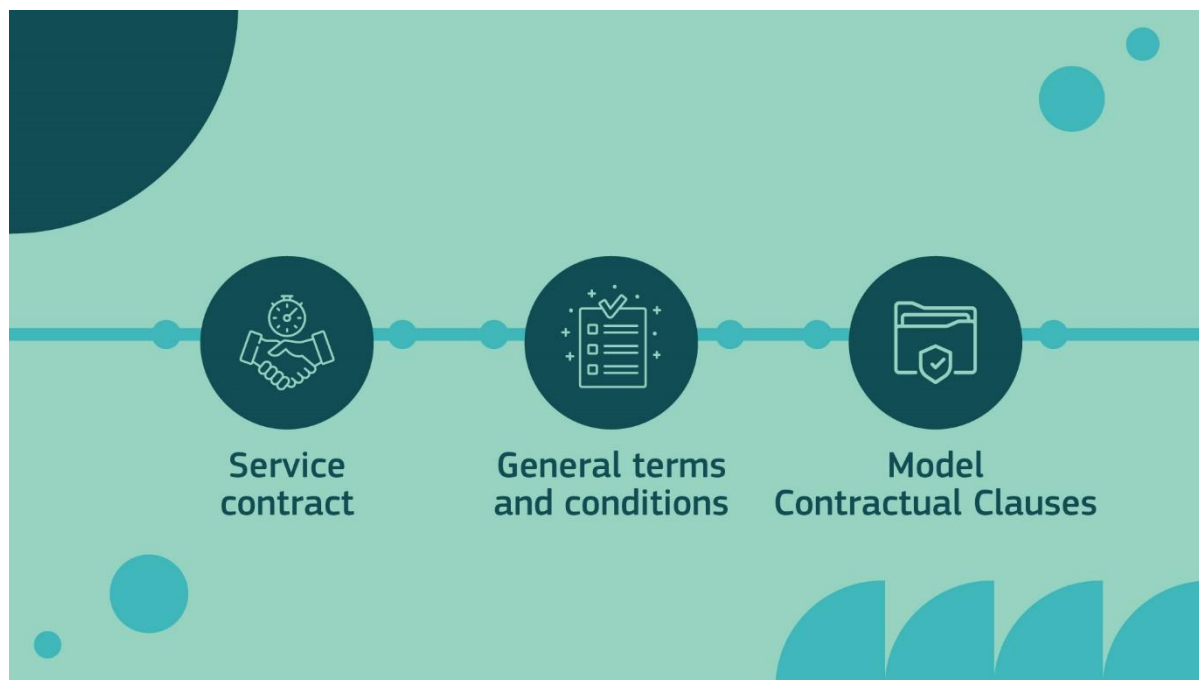
MCC-AI Public organisations using a High-Risk AI need to explain to the persons for whom the AI system is used how the AI system has reached a certain outcome or decision. Therefore, in addition to the provisions of Chapter III of the AI Act, the MCC-AI also include an obligation on the Supplier to cooperate in explaining, at an individual level, how the AI system reached such an outcome or decision (see more detailed explanation in Article 14 in Chapter 4 below).

The MCC-AI also contain provisions relating to (the use of) the Data Sets employed for the development of the AI system. Annex B of the MCC-AI allows the parties concerned to come to an appropriate distribution of rights and responsibilities in respect of the Data Sets. This means that the public organisation purchasing the AI system, if it so wishes, can take measures to ensure that it can continue to use the Data Sets beyond the duration of the Agreement, which may be a way of mitigating the risk of vendor lock-in (see in more detail below in the explanatory notes to Articles 15-18 in Chapter 4).

The MCC-AI are intended to apply until the AI Act is fully applicable⁵. Contracting Authorities using the MCC-AI during this period will be anticipating the AI Act by already incorporating the rules that will apply into their contractual relations.

The MCC-AI only contain provisions that are specific to AI systems and that address issues covered by the AI Act. Therefore, other obligations or requirements that may arise from other applicable legislation are not included. Moreover, these MCC-AI do not constitute a full contractual agreement. For example, they do not contain any conditions relating to intellectual property, acceptance, payment, delivery deadlines, applicable law or liability. They are drafted in such a way that they can be annexed to a contract which already provides for such matters. Thus, a contractual relationship of which the MCC-AI form part could take the following structure:

⁵ Under Article 85 of the AI Act as proposed by the Commission, the Act will apply 24 months after it first enters into force.



3. Are the MCC-AI right for my organisation?

3.1 Public organisations

The MCC-AI are written for public organisations and contain some provisions specifically addressing public organisations. For example, public organisations will be obliged earlier than other organisations to explain the functioning of an AI system at an individual level and use a registry in which AI systems are included⁶.

It would not be appropriate for organisations other than public organisations to use the MCC-AI. Nevertheless, parts of them could certainly be used by organisations other than public organisations. They will always have to assess, clause-by-clause, whether the use of the MCC-AI is appropriate in each situation.

3.2 High-risk AI systems and other AI systems

The MCC-AI-High-Risk are intended for the procurement of AI systems identified as high-risk in the AI Act. As explained in Chapter 1, they are largely based on the requirements and obligations for high-risk AI systems set out in Chapter III of the AI Act. The MCC-AI-Light should only be used

⁶ On the use of an AI register, see: [Standard launched to help cities open up about algorithms | Public Buyers Community \(europa.eu\)](#).

in situations where an AI system does not qualify as high-risk as referred to in the AI Act but where its use could still pose risks to the health and safety or fundamental rights of persons.

In situations where an AI system is procured by a public organisation that does not pose risks to the health and safety or fundamental rights of persons, the use of the MCC-AI-Light might not be proportionate. However, in such a case, a Contracting Authority could still use parts of the MCC-AI-Light. The appropriate parts of the MCC-AI-Light will have to be determined on a case-by-case basis. In general, even when acquiring an AI system which is unlikely to pose risks to the health, safety or fundamental rights of persons, contractual arrangements should nevertheless be made on the following subjects:

- The risk management system (Article 2)

Even if an AI system is unlikely to pose any risks to the health, safety or fundamental rights of persons, it is prudent to conclude (minimal) agreements on a risk management system as referred to in Article 2 of the MCC-AI.

As regards the risks to the health, safety or fundamental rights of persons, it is likely that in such a case it will be sufficient to establish that there are no risks or that those risks are limited. However, that finding is also of value, meaning that this is no reason not to agree on the establishment of a risk management system.

Furthermore, during the application of the risk management system, (relevant) risks other than those to the health, safety or fundamental rights of persons may of course be identified.

- Data and data governance (Article 3)

In line with what has been pointed out above on a risk management system, it is appropriate to always conclude agreements on data and data governance, even if no risks to the health and safety or fundamental rights of individuals are to be expected.

That is, of course, relevant only in the case of an AI system using techniques involving the training of models with data. Article 3 is not relevant to AI systems that do not use such techniques. See also the explanatory notes to Article 3 below.

It is also important to note that Article 3 assumes that the Supplier decides on the data to be used to train the AI system. If these choices are made by the public organisation, it is not appropriate to (fully) offload the responsibilities set out in Article 3 onto the Supplier.

- Technical documentation and instructions for use (Article 4)

The public organisation will want to receive technical documentation and instructions for use even in the case of an AI system that does not pose risks to the health and safety or fundamental rights of persons. It is therefore logical to make use of Article 4 in such a case too.

However, in that case, not all the conditions set out in Annex C and Annex D of the MCCs will be relevant and proportionate, so the public organisation will have to determine which conditions it will take over or not from those Annexes.

- Rights to use the Data Sets (Section D)

Irrespective of whether an AI system may pose risks to the health and safety or fundamental rights of persons, a public organisation wishing to purchase an AI system will have to ask itself what rights it wishes to obtain in relation to the Data Sets. See the detailed explanation in Section D.

Even if the public organisation does not wish to obtain any rights to the Data Sets, it will normally be desirable for the public organisation to be granted certain guarantees in respect of the Data Sets used by the Supplier (as referred to in Article 18 of the MCC-AI). This applies to guarantees that the use of the AI system does not infringe the intellectual property and privacy rights of third parties. This will often also be desirable when purchasing so-called generic AI systems.

- AI register (Article 19)

It is conceivable that a public organisation will wish to register an AI system in an AI registry even though it does not pose a risk to the health and safety or fundamental rights of persons. If that is the case, agreements will have to be made similar to those set out in Article 18 of the MCC-AI.

3.3 Type of AI system

As indicated earlier, the MCC-AI-High-Risk are intended for the procurement of AI systems identified as high-risk in the AI Act and the relevant AI system is falling within the definition of AI systems as used in the AI Act.

The MCC-AI-Light should only be used in situations where an AI system does not qualify as high-risk as referred to in the AI Act but where its use could still pose risks to the health and safety or fundamental rights of persons. The MCC-AI-Light can also be used in the case when the system is not falling within the definition of AI systems as used in the AI act but where its use could still pose risks to the health and safety or fundamental rights of persons. The MCC-AI can be used regardless of the form in which the AI system is made available. For example, they can be applied both to AI systems specifically produced for the public organisation and to those AI systems that are more 'off-the-shelf'.

The MCC-AI have not been developed for the procurement of general purpose AI systems⁷, but can be used as an inspiration. However, it is necessary to closely pay attention and review accordingly the following articles:

- Intended purpose (Annex A to the MCC-AI)

General purpose systems are characterised by the fact that they have been developed for general purposes. In such a case, it will not be possible to specify the intended purpose in the way prescribed in Annex A to the Model Contract Clauses.

- Rights to the Data Sets (Annex B to the MCC-AI)

General purpose systems are generally developed on the basis of very large Data Sets. As a rule, it will not be possible for public organisations to obtain the rights to the Data Sets of Suppliers and third parties used in the development of a generative AI system. This will have to be considered when completing Annex B.

It may be very useful, in relevant cases, for the public organisation to receive a description of the types of data used in the development of a generative AI system.

- Article 53 of the AI Act.

Article 53 of the AI Act will lay down rules for providers of general-purpose AI models⁸. The contract to be concluded to purchase a general-purpose AI system may contractually ensure the fulfilment of that obligation. The MCC-AI do *not* provide for this, and that requires the contract to be adapted.

In some circumstances, generative AI systems or other general purpose AI systems may also be used as a high-risk AI system or a component of one⁹. In such a case, it may be prudent to apply the MCC-AI-High-Risk in their entirety.

3.4 Type of procurement

The MCC-AI can be used regardless of the type of procurement used by the public organisation.

It is useful to complete some of the annexes to the MCC-AI (Annexes E to H) agreement with the Supplier, if the type of procurement allows for it.

⁷ As defined in Article 5 of the AI Act.

⁸ For the relationship between general-purpose AI systems and general- purpose AI models, see Article 3 of the AI Act.

⁹ See, in that regard, recital 85 of the AI Act.

4. Notes on specific points in the articles of the MCC-AI

Public authorities must consider the following points in the various articles and annexes of the MCC-AI.

This Commentary follows the numbering in the full version of the MCC-AI-High-Risk. As the content of the MCC-AI-Light overlaps with the content of the MCC-AI-High-Risk, the commentary can also be used for the MCC-AI-Light.

Public bodies always need to determine on a case-by-case basis the extent to which they will use the provisions of the MCC-AI. Some (sub)articles of the MCC-AI-Light are marked **<Optional>**. These articles are not part of the core obligations of the MCC-AI-Light and can be discarded if needed. MCC-AI

Article 1 – Definitions

Article 1 contains the definitions used in the MCC-AI. Some of them are taken from or inspired by the AI Act (e.g. Intended Purpose, Reasonably Foreseeable Misuse and Substantial Modification).

The MCC-AI-High Risk take the definition of AI system of the AI Act as a starting point linked to the description of such an AI System in Annex A. The definition of 'AI system' in the MCC-AI-light refers to Annex A, where the public organisations using the MCC-AI-Light have the possibility to include a description of the AI system to which the MCC-AI-Light apply. By referring to Annex A, public organisations have the possibility to bring the AI system they wish to purchase within the scope of the MCC-AI-Light, regardless of whether the AI system is an AI system as defined in the AI Act. For the MCC-AI-High-Risk the definition of an AI system as used in the AI Act is used¹⁰.

The definition of 'Data Sets' refers to Annex B, where public organisations using the MCC-AI have the possibility to include an overview of the Data Sets used for the development of the AI system. Thus, as with the definition of 'AI systems' in the case of the MCC-AI-Light, the definition of 'Data Sets' also means that public organisations can decide for themselves which Data Sets they bring within the scope of the MCC-AI by completing Annex B.¹¹

Data Sets are then divided into two types: 'public organisation Data Sets' and 'Supplier Data Sets and third-party Data Sets'. By completing Annex B, public organisations using the MCC-AI are free to determine which rights apply to both types of Data Sets.

¹⁰ [The Commission publishes guidelines on AI system definition to facilitate the first AI Act's rules application | Shaping Europe's digital future](#)

¹¹ Unless, contrary to the definition of AI systems, all Data Sets are covered by the definition of 'Data Sets'.

Article 2 – Risk management system

Article 2 of the MCC-AI is based on Article 9 of the AI Act. Briefly, this article requires the Supplier of the AI system to establish and implement a risk management system for the AI system.

The MCC-AI provide that, at the time of delivery of the AI system, the obligations relating to the risk management system must have been implemented (Article 2.1 and Article 2.8).

The Supplier then has an obligation to keep the risk management system up to date for the duration of the agreement (Article 2.9). Article 2.9 does not explicitly specify how often the risk management system is to be reviewed and updated. Users of the MCC-AI could choose to amend the text of Article 2.9 to agree on a more specific date by which an update should have taken place.

Once the Agreement has expired, the Supplier's obligation to keep the risk management system up to date ends. If the public organisation continues to use the AI system after the end of the Agreement, Article 2.9 provides that the Supplier is obliged to provide the information necessary for the public organisation to maintain the risk management system by itself. If there is no possibility of using the AI system after the expiry of the Agreement, the use of Article 2.11 is not necessary, hence its being marked as **<Optional>**.

Article 3 – Data and data governance

Article 3 of the MCC-AI is based on Article 10 of the AI Act. The article contains obligations on the Supplier regarding the Data Sets used in the development of the AI system.

Article 3 is intended for AI systems using models trained based on data (as is the case for machine learning techniques), which will be the case for many AI systems. However, if MCC-AI are used for an AI system that does *not* use models trained using data, the value of Article 3 is limited and it does not need to be included in the agreement to be concluded.

Article 3 assumes that the Supplier determines which Data Sets are used in the development of the AI system or at least has full access to them. If the Supplier does not have access to the Data Sets, for example because Data Sets originating from the public organisation are used in the development of the AI system and are not provided to the Supplier, it is *not* appropriate to impose obligations under Article 3 on the Supplier.

Article 4 – Technical documentation and instructions for use

Article 4 of the MCC-AI contains obligations to provide technical documentation and instructions for use. Article 4 is based on Articles 11 and 13 of the AI Act.

Article 4 refers to Annex C and Annex D. These Annexes contain the requirements applicable to the technical documentation and the requirements applicable to the instructions for use respectively. Annex C is largely based on Annex IV to the AI Act. Article D is largely based on Article 13 of the AI Act.

In addition to the requirements stemming from the AI Act, Article 4.5 provides that the documentation must be delivered in English. Public organisations wishing to have the documentation in another language may of course adapt Article 4.5 to that effect.

Article 4.6 contains rules on the use that public organisations may make of the documentation to be supplied. Public organisations wishing to use the documentation supplied for other purposes (for example, to publish them) will have to include that in Article 4.6. By referring to Article 6 and Article 13, the intention is that any limitation on the rights of the public organisation to use the documentation to be supplied should not affect the transparency obligations of the Supplier and the rights of the public organisation associated with them.

Article 5 – Record-keeping

Article 5 of the MCC-AI refers to the Supplier's obligation to establish logging capabilities. Article 5 is based on Article 12 of the AI Act.

Article 5.1 provides for the possibility to refer to existing standards. In this context, it is important to note that the European Commission has already issued a standardisation request to the European standardisation organisations for the development of standards in line with the AI Act. These standards are currently under development. As soon as they become available, they can be referred to in Article 5.1. Until then, it is appropriate not [*sic*] to use the phrase 'These logging capabilities shall conform to state of the art and, if available, recognised standards or common specifications.'

Article 5 is worded in such a way as to provide a basis for the fulfilment of other obligations by the Supplier, including, for example, those described in Article 6 and Article 14 of the MCC-AI. Article 5.3 provides, in addition, for the possibility for the public organisation itself to be able to access the logs in real time, if necessary.

Article 6 – Transparency of the AI system

Article 6 of the MCC-AI relates to the transparency of the AI system. Article 6 is based on Article 13 of the AI Act.

The obligation to ensure sufficient transparency, as referred to in Article 6.1 of the MCC-AI, leaves considerable room for interpretation. For this reason, Article 6.2 refers to Annex E, which gives public organisations making use of the MCC-AI the option to propose the technical and organisational measures to ensure that the Supplier provides a sufficient level of transparency of the AI system in the case in question.

Article 7 – Human oversight

Article 7 of the MCC-AI relates to enabling human oversight. It is based on Article 14 of the AI Act.

Article 7.2 of the MCC-AI refers to Annex F, which allows public organisations that make use of the MCC-AI to describe the technical and organisational measures to be taken by the Supplier to ensure human oversight.

Article 8 – Accuracy, robustness and cybersecurity

Article 8 of the MCC-AI relates to the accuracy, robustness and cybersecurity of the AI system. It is based on Article 15 of the AI Act.

The simple requirement that the AI system should offer an appropriate level of accuracy leaves considerable room for interpretation. It has therefore been chosen to refer in Article 8.2 of the MCC-AI to Annex G, which allows public organisations using the Model Contractual Clause to further specify the required levels of accuracy, so that it is clear to both the Supplier and the public organisation what the required level of accuracy of the AI system is.

Accordingly, Article 8.3 refers to Annex H, which provides the possibility to describe the technical and organisational measures necessary to ensure an appropriate level of robustness, safety and cybersecurity.

Article 9 – Compliance with Section B

It is the Supplier's obligation to ensure throughout the duration of the Agreement that the AI system complies with the requirements of Section B. Although this already follows from the wording of Articles 2 to 8 of the MCC-AI, it has been emphasised for clarity in Article 9.

Article 10 – Quality management system

Article 10 sets out the obligation for the Supplier to put a quality management system in place. Article 10 is based on Article 17 of the AI Act.

Article 11 – Conformity assessment

Article 11 sets out the obligation for Suppliers to ensure that a conformity assessment is carried out. Article 11 is based on Article 43 of the AI Act.

Article 12 – Assessment of the AI system’s impact on fundamental rights

Article 12 requires Suppliers to cooperate in carrying out assessments of the fundamental rights impact that the use of the AI system may entail. Article 12 does not require the Supplier to carry out this assessment. Rather, the article assumes that the assessment is carried out by the public organisation, but that the assistance of the Supplier may be required. Article 12 is based on Article 27 of the AI Act.

Article 13 – Corrective action

Article 13 requires Suppliers to take corrective action if it is found that the AI system is not complying with the conditions set out in the MCC-AI. This obligation is derived from Article 9. However, Article 13 makes it clear that it is the responsibility of the Supplier to take corrective action if necessary.

Article 14 – Obligation to explain the functioning of the AI System on an individual level

Article 14 requires Suppliers to cooperate with the public organisation in providing an explanation to any persons subject to a decision taken by the public organisation on the basis of the output of the AI system. This explanation should at least include the role of the AI system in the decision-making procedure and the main elements of the decision taken.

Article 14 is based on Article 5 of the model contractual provisions for the purchase of algorithms published by the Municipality of Amsterdam in 2019¹². In the latest version of the model provisions, the wording of Article 14 is aligned as far as possible with Article 86 of the AI Act.

Article 14 presupposes that public organisations that use an AI system to make decisions about individuals always want to (or must) have the possibility to explain to those persons how the AI

¹² <https://www.amsterdam.nl/innovatie/digitalisering-technologie/algorithmen-ai/contractvoorwaarden-algorithmen/>.

system has reached a certain outcome. If that is not the case, for example because the AI system is low-risk and does not make decisions which impact individuals or groups, Article 14 could possibly be omitted.

It is also important that the AI system to be procured also offers the technical possibility to enable the Supplier to comply with the obligations laid down in Article 14. If it cannot provide the required transparency, but the public organisation still wishes to use the AI system, Article 14 could also be omitted.

Article 14.1 provides, in essence, that the Supplier must cooperate in explaining the functioning of the AI system. Article 14.2 then provides, basically, that the obligation to cooperate also includes the provision of information. The rationale behind this is that the person about whom a decision is taken by or with the help of AI should be given real legal protection. In other words, that person must have sufficient information to be able to challenge the functioning of the AI system, if necessary, before the courts. Article 14 thus extends (presumably) further than Article 86 of the AI Act.

In that context, Article 14.3 provides that the obligation to provide information also includes technical information. Public organisations, possibly in consultation with the Supplier, will always have to ask whether the information listed there is also the information necessary to adequately explain the functioning of the AI system to individuals or groups and to provide them with real legal protection. If necessary, Article 14.3 may be adapted. That is the reason why Article 14.3 is marked as <Optional>. Article 14.3 is *not* qualified as <Optional> so that it can simply be omitted. If that happens, there may be a lack of clarity as to what information is referred to in Article 14.2. So, if Article 14.3 is omitted, the provisions should preferably be replaced by an alternative text.

Article 15 – Rights to public organisation Data Sets

Section D deals with the rights to Data Sets. Section D should be read in close conjunction with Annex B. As already indicated regarding the definition of 'Data Sets', Annex B allows public organisations that make use of the MCC-AI the option to determine the rights of the parties to each data set.

In that context, Article 15.1 assumes that the rights to 'public organisation Data Sets' will accrue to the public organisation. Article 15.2 and Article 15.3 then determine what that means, with the proviso that the parties always have the possibility to depart from it when completing Annex B.

Article 16 – Rights to Supplier Data Sets and third-party Data Sets

Article 16 then determines who is entitled to the rights to 'Supplier Data Sets and third-party Data Sets'. In line with the provisions of Article 15, Article 16 also refers to Annex B, which allows the public organisation using the MCC-AI to make appropriate (customised) arrangements.

Public organisations using the MCC-AI will always have to consider whether they wish to be able to use the Supplier's and third-party Data Sets themselves for the onward development of the AI system, whether after or in the duration of the Agreement. This will have to be reflected in Article 16.3. The conclusion of such agreements can reduce dependency on the Supplier.

Article 17 – Handover of the Data Sets

Article 17 concerns the delivery of the Data Sets by the Supplier to the public organisation. Article 17.1 provides that, on first request of the public organisation, the Supplier will hand over the most recent version of the public organisation Data Sets to the public organisation.

Article 17.2 then provides for the possibility, by completing Annex B, of creating such an obligation for the Supplier Data Sets and third-party Data Sets too. It is appropriate to align with the provisions of Annex B on the rights to Supplier Data Sets and third-party Data Sets, as referred to in Article 15.

Article 17.3 refers to the file format in which the Data Sets are handed over. Public organisations using the MCC-AI may provide further information on the file format in which the Data Sets are to be handed over in Article 17.3.

Article 18 – Indemnifications

As a public organisation, you want to avoid a situation where use of the Supplier's Data Sets and third-party Data Sets infringes the rights of third parties. Article 18.1 should protect against that by ensuring that the Supplier guarantees that the public organisation will not infringe the rights of third parties by using the Supplier's Data Sets and third-party Data Sets.

Article 18.2 then provides that the public organisation will provide a comparable guarantee regarding public organisation Data Sets.

Article 19 – AI register

Article 19 gives public organisations wishing to do so the right to publish the information included in Annex B and Annex C in an AI register. This means a dedicated (digital) register of the public organisation containing information on the AI systems used by the public organisation. The municipality of Amsterdam is already using a register of this kind¹³.

If public organisations wish to include information in the AI register other than that described in Annex B and Annex C, this will have to be included in Article 19.

Article 20 – Compliance and audit

¹³ <https://algoritmeregister.amsterdam.nl/>

Article 20 gives public organisations, inter alia, the right to verify compliance with the MCC-AI during the performance of an audit. It may be the case that the agreement of which the MCC-AI form part already contains an audit clause. In that case, it is conceivable that Article 20 could be omitted.

Article 21 – Costs

Article 21 assumes that all costs incurred by the Supplier in implementing the MCC-AI are already covered by the payment made by the public organisation to the Supplier under the agreement. If the parties wish to depart from that assumption, that will have to be laid down in Article 21.

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