

# Annex 7. Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work)<sup>1</sup>

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## Instructions for use

The Special Terms and Conditions for Procurement of Expert Work (*JIT 2025 – Expert Work*) are intended to be used when procuring expert work, for example when procuring software developers or project managers for the client's project. The content of the work is specified and the operating procedures are agreed upon in the contract on expert work.

The client is typically responsible for the general organising of expert work. The client decides on the openness of the outcomes of the work during and after the validity of the contract. The client is bound by provisions including legislation on the openness of government activities and legislation on administrative activities.

In the contract on expert work, special attention should be paid to the rights concerning the outcomes of the work, as assignments differ greatly from one another. Under these terms and conditions, the client will receive very extensive, open rights that permit the client to modify the outcomes of the work and also freely hand them over to third parties. This allows the re-utilisation of the outcomes of the work also for purposes other than the intended use referred to in the contract, for example in the client's own software development. The outcomes of the work are typically handed over to the client or they can be licensed under open source terms, which is when outcomes developed with public funds can be utilised by other parties, too.

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<sup>1</sup> This annex corresponds to pp. 114-121 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

The terms and conditions pay attention to retention of experts. The client should consider which key experts are designated in the contract as the key persons who are subject to the prohibition on replacements of clause 3(5). These include, for example, experts who were awarded points in the quality comparison of the procurement (such as the project manager or technical architect).

If the supplier processes personal data on behalf of the client, it is recommended that separate terms and conditions for the processing of personal data be annexed to the contract in addition to these terms and conditions. This can make use of the [JYSE/JIT Terms and Conditions for the Processing of Personal Data and the JYSE/JIT Description of Processing Operations](#) available on [the Ministry of Finance website](#).

These Special Terms and Conditions are intended in particular for such projects of the client where the outcomes of the expert work are not based on the supplier's solutions under intellectual property law and the work takes place primarily in the client's application environment. The experts may also be, for example, employees of several different suppliers (multi-supplier project).

It is not recommended that these terms and conditions be used in project-form application procurements where a specific agreed final outcome is procured from the supplier. For these, there are the *JIT 2025 – Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms* and *JIT 2025 – Special Terms and Conditions for Client's Application Procurement under Software Terms Other than Open Source*. It is also not recommended that these terms and conditions be used when procuring other pre-determined final outcomes.

The *JIT 2025 – Special Terms and Conditions for Consulting Services* can be used in the procurement of final outcomes other than applications.

These instructions for use do not constitute part of the contract

Date of contract:

Number of contract:

Number of annex:

## JIT 2025: Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work)

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## 1 Scope of application

(1) These Special Terms and Conditions for Expert Work shall be observed when public contracting entities procure work performed by experts for a fixed term or for the performance of a specific task if these Special Terms and Conditions have been referred to in the contract and to the extent that they have not in some respects been otherwise agreed upon in writing.

(2) These Special Terms and Conditions shall be used together with the General Terms and Conditions of Public IT Procurement. In case of any conflict, these Special Terms and Conditions shall take precedence over the above-mentioned General Terms and Conditions of Public IT Procurement with regard to their corresponding content.

## 2 Definitions

(1) The definitions of *JIT 2025 General Terms and Conditions* shall be observed in these Special Terms and Conditions.

## 3 Expert service provision

(1) The experts and their tasks are specified in the contract.

(2) The supplier shall be responsible for the expert work being performed in compliance with the contract, with care and with the professional competence required by the tasks, and in accordance with the project plan and project work method followed.

(3) Unless otherwise agreed, the client's work methods and processes shall be followed in the expert work.

(4) The supplier shall use experts who, by their qualifications and experience, are suitable for the task. The supplier shall be responsible for them being available to the client to the extent necessary for the task.

(5) The supplier shall not be entitled to replace the key persons designated in the contract during the contract period without the client's consent. If the contract period exceeds 12 months, the designated key persons may not be replaced during the first 12 months of the contract period, unless otherwise agreed in the contract.

(6) If an expert designated in the contract is not available in accordance with the contract, the supplier shall be obligated to replace them with a person with equivalent qualifications and professional competence and who is accepted by the client to replace the expert. The client may not refuse its acceptance without a justified reason. The supplier shall not be entitled to charge for any costs arising from the replacement of persons and their induction.

(7) The supplier undertakes, upon the client's request, without delay and free of charge, to replace an expert who, according to the client's justifiable view, is unsuitable for the task in question. If the supplier is unable to appoint a person accepted by the client for the use of the client, the client shall have the right to terminate the contract in full or with respect to the task for which the supplier is unable to appoint an expert accepted by the client.

(8) The supplier shall be responsible for all of the experts being committed to non-disclosure under the contract. The use and possible working of the experts at the client's premises shall always be subject to the client's security and data protection guidelines as well as any general codes of conduct and any other reasonable guidelines and orders issued by the client. The client shall notify the supplier in advance of all such conduct-related obligations that are to be followed by the supplier's personnel. A contracting party shall notify the other contracting party if it suspects or has become aware of any breach of conduct-related obligations.

(9) If the supplier uses citizens of a third country as referred to in the Aliens Act for the provision of the service, the supplier shall be responsible for ensuring that these persons have a residence permit for an employed person as referred to in the Aliens Act or another document providing the right to work and the right of residence.

(10) The supplier shall specify the hours worked in writing in conjunction with each invoice.

## **4 Client's obligations and responsibilities**

(1) The client shall provide the supplier with sufficient and correct information for the performance of the expert work in the agreed format and according to the agreed schedule.

(2) Unless otherwise agreed, the client shall be responsible for the direction of the expert's work and the appropriateness of the expert's tasks in relation to the client's activities.

(3) The client shall be responsible for the information, instructions and orders it has issued to the supplier.

## **5 Joint obligations**

(1) Both contracting parties shall respectively reserve the work premises and tools required for the performance of the expert work. Unless otherwise agreed, the supplier shall be responsible for its experts having access to the normal tools and data connections required for the task. The place of work, methods, tools and technical environments for the expert work may be agreed in more detail in the contract.

(2) Each contracting party shall be responsible for making its decisions required for the implementation of the consulting service without delay.

(3) Each contracting party shall be obligated to contribute to the implementation of the contract in contexts that can be controlled or managed by the contracting party.

## 6 Rights

(1) Unless otherwise agreed, the supplier shall assign to the client all of the assignable copyrights and intellectual property rights to the outcomes of the agreed expert work. The client shall have the right to modify the outcomes referred to above on its own or with the assistance of a third party and to assign the copyrights and other intellectual property rights assigned to it by the supplier further without limitations. The contracting parties may also, for example, agree on the licensing of the outcomes under open source terms.

(2) In addition, the client shall have the right, notwithstanding the supplier's trade secrets or intellectual property rights, to make use of the supplier's methods and models that relate to final outcomes referred to in clauses 6(1) and 6(4) and that are necessary for the client to be able to exercise its rights under clauses 6(1) and 6(4). The supplier shall specify such material separately in writing for the client before it is utilised in the assignment.

(3) The supplier shall not have the right to use or include in the outcomes of the expert work any source code that is the supplier's own or that of a third party, its parts or standard software or its part or the supplier's trade secrets without the client's explicit written consent given in advance.

(4) If the copyrights and intellectual property rights to documents and other outcomes created as a final outcome of the expert work have been agreed in the contract to belong to the supplier, the client shall, without being limited by the supplier's copyrights, other intellectual property rights and trade secrets, have an irrevocable, royalty-free, geographically unlimited and otherwise free right to use, copy, modify and distribute the documents and other outcomes, either in modified or unmodified form, for an unlimited period of time. The client's right shall cover all purposes of use, both currently known and any new purposes of use possibly generated in the future. Furthermore, the client shall have the right to further assign this right or a more restricted right.

(5) The right of ownership and intellectual property rights to the client's material shall belong to the client or a third party and shall not be transferred to the supplier. The supplier shall only have the right to process the client's material solely for purposes of fulfilling the contract.

(6) Unless otherwise agreed or otherwise provided by law, the client shall decide on the handover of the final outcomes to third parties.

(7) At the termination of the contract, the supplier shall, as agreed, return or destroy any material handed over to the supplier by the client for the purpose of providing the service.

## **7 Rectification of errors in expert work**

(1) The client shall inspect and accept the expert work performed in accordance with the project work method used or as otherwise agreed.

(2) Deviations in the expert work shall not constitute an obstacle to accepting the work. However, the supplier shall be obligated, without any additional charge or undue delay, to rectify errors and deficiencies caused by a reason under the supplier's responsibility, such as acting against the client's instructions or negligence by the supplier's expert. Any other deviations shall be rectified in accordance with the project work method used as part of the expert work.

## **8 Delays**

(1) If a contracting party finds that it will be delayed from an agreed deadline or its performance of a contractual obligation, or it considers such delay likely, the contracting party must, without delay and in writing, notify the other contracting party of the delay and its impact on the fulfilment of the contract. Where necessary, the contracting parties shall agree upon a new deadline.

## **9 Data description and openness requirement concerning client's material**

(1) To the extent that the expert work creates an information system or its part which involves the storage of the client's datasets, the supplier undertakes to appropriately propose to the client that a data description be prepared and that the client's material be stored in accordance with the dataset openness requirement. The client shall decide whether the proposal will be implemented.

(2) If the client's material is stored in a manner other than in accordance with the openness requirement, the supplier undertakes, during the contract period and at most for one year after its termination, to provide the client, upon its request, with additional work in order to prepare a data description and store the client's material in accordance with the openness requirement. The hourly rates for such additional work are the rates applied during the contract period or, if none have been agreed upon, the supplier's normal hourly rates shall be applied to such additional work. This undertaking shall also cover work related to the preparation of a data description in accordance with the openness requirement.

## **10 Validity and termination of contract**

(1) A contract agreed for a fixed period shall remain valid for the fixed period of time agreed upon in the contract and until all of the contractual obligations have been fulfilled. A contract on the performance of specific expert work shall terminate once the tasks included in the work have been completed. A contract may also remain valid until further notice.

(2) Unless otherwise agreed, a contract valid until further notice may be terminated by the client with a period of notice of 3 weeks and by the supplier with a period of notice of 9 months. Notice of termination shall be given in writing.