

# Annex 6. Special Terms and Conditions for Services Delivered over Information Network (JIT 2025 – Services over Network)<sup>1</sup>

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## Instructions for use

These Special Terms and Conditions are intended to be used in the procurement of software services provided as cloud computing services (software as a service, SaaS) intended for specific organisations or user groups.

### Evaluation of software service suitability based on service description

As with other public procurement, the service provided in the procurement of a software service must fulfil the client's requirements. In software services provided as cloud computing services, however, the supplier does not, as a general rule, modify the service based on the client's requirements. Instead, the supplier provides a similar service for all users of the service in question. This means that the supplier must, based on the service description, evaluate whether the software service fulfils, in the intended use to which the invitation to tender pertains, the requirements set for the use of the service. In a software service, the supplier is not responsible for the software service being suitable for the client's intended use.

The organisation planning the procurement and rollout of a software service must identify and spell out the requirements related to each intended use. These may be related to aspects including information security levels, data protection and the management of documents of authorities. The client must take into account the fact that documents may, for example, involve such aspects relating to the degree of openness of documents, information security or processing of personal data

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<sup>1</sup> This annex corresponds to pp. 98–113 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

that a software service as a cloud computing service is not possible to use or is only possible to use to a limited extent. The client must carry out an evaluation of this before launching the procurement procedure.

A software service produced by a cloud computing service provider as a SaaS is, as a rule, provided as a service that is similar for all users of the service in question.

In order for the client to be able to evaluate the suitability of the service tendered for the client's intended use, the service description must include at least the following information:

- a detailed description of the content and implementation of the service
- the supplier's subcontractors and their use
- the procedures in place to secure the client's material in the software service
- schedules for installation, modification and maintenance windows
- the location where the software service is provided (Finland or another country – the aim is for the service description to include sufficient information in order to identify the legislation governing the service and its provision. The location where the service is provided covers data centres and management services as well as the geographical location of the information stored.)
- the principles of processing personal data
- the methods used to monitor user rights to the service and the use of the service
- requirements concerning the client's operating environment and the data connection required.

## Implementation and use of service

The supplier will deliver the service so that it is available at the access point in accordance with the contract and the service description. The access point is either a connection point in the public electronic communications network or another connection point separately agreed upon in the contract. The client will be responsible for the acquisition of the hardware, data connections and software needed to use the service, and for their operating condition and protection, unless these are agreed to be within the scope of the supplier's responsibilities under the contract.

For the sake of clarity, the structure of the terms and conditions reflects the life cycle of the use of the software service: agreeing upon use, creating the preconditions for use, rollout, use and changes during use, and procedures at the termination of contract.

The Special Terms and Conditions include a number of obligations (to contribute) for the contracting parties, which aim for a smooth rollout and use of the software service and for procedures for a potential termination of the use of the service that are as clear as possible.

The Special Terms and Conditions set the basic level for certain matters and, unless otherwise agreed in the contract, they must be complied with. Such matters include:

- division of responsibilities and liabilities related to information security and data protection;
- specific actions related to the management of information security;
- the format in which the supplier must return the client's material to the client at the termination of the contract.

Under the Special Terms and Conditions, the supplier may use subcontractors to implement the software service or its part and to carry out other tasks related to the fulfilment of the contract. No other conditions are set for the use of subcontractors except that the use of subcontractors must be described and any subcontractors processing personal data must be designated in writing, for example in the service description.

The contracting parties must agree in writing on whether a contracting party will transfer personal data to the other contracting party. If the supplier and its subcontractors process personal data contained in the client's personal data file, the contract must include the terms and conditions for personal data processing. 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 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 Services Delivered over Information Network (JIT 2025 – Services over Network)**

### **Contents**

1	Scope of application .....	1
2	Definitions.....	2
3	Subject matter of contract.....	3
4	Supplier's general obligations .....	3
5	Client's general obligations .....	4
6	Content and service level of software service.....	4
7	Rights and client's material.....	5
8	Commencement of software service use.....	5
9	Identifiers.....	7
10	Backing up .....	7
11	Changes in software service.....	8
12	Interruptions of software service.....	9
13	Information security and data protection .....	10
14	Actions concerning information security violations .....	11
15	Location of software service provision .....	12
16	Validity and termination .....	12
17	Assistance obligation at termination of contract.....	12

### **1 Scope of application**

(1) These Special Terms and Conditions shall be observed when public contracting entities procure a software service delivered over an information network (software as a service, SaaS) if these Special Terms and Conditions are 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

In addition to the following definitions of the Special Terms and Conditions, the definitions of *JIT 2025 General Terms and Conditions* shall be observed.

### **service description**

A detailed description of the service.

The service description of the software service shall be sufficiently detailed so that the client is able to determine on the basis of it whether or not the service is suitable for the client's intended use.

The service description may consist of one or several different documents and information describing the service and its functioning, contents and conditions of use.

### **software service**

A service where an application or service is provided over an information network so that it is available at an access point.

### **client's material**

Material which has been transferred to the software service by the client or otherwise on behalf of the client or material otherwise handed over or made available to the supplier for the client's software service, datasets produced by the client in the use of the service, or other datasets defined as the client's material by the contracting parties.

### **supplier's material**

Material handed over or made available to the client for the purpose of using the supplier's software service as well as other information or material defined as the supplier's material by the contracting parties.

### **combined material**

The presentation of the client's material as provided in the software service in such a way that the client's material and the supplier's material are combined in the output.

**access point** A point or points where the supplier connects the software service to a public electronic communications network or to another connection point agreed upon in the contract.

### 3 Subject matter of contract

(1) The content of the software service is specified in the contract and the service description.

(2) The supplier may use subcontractors to implement the software service or its part and to carry out other tasks related to the fulfilment of the contract in accordance with the service description. Subcontractors shall be designated in writing if they process personal data. The supplier shall be responsible for the work of its subcontractors in the same way as for its own work.

### 4 Supplier's general obligations

(1) The supplier shall be responsible for the software service conforming to the contract and the service description.

(2) The supplier shall be responsible for all tasks for which the supplier is responsible being performed in compliance with the contract, with care and with the professional competence required by the tasks.

(3) The supplier shall be responsible for the user instructions and the requirements concerning the operating environment as well as the service description being available to the client. Unless otherwise agreed, the material shall be available in Finnish, Swedish or English.

(4) For the client's communication related to the software services, the supplier shall notify the client in writing of its contact persons, other contact details as well as their changes, if any.

## **5 Client's general obligations**

- (1) The client shall be responsible for the tasks for which the client is responsible being performed with care and in accordance with the contract.
- (2) The client shall provide the supplier with sufficient and correct information for the delivery and also otherwise contribute to the delivery of the software service in the best possible manner. The client shall be responsible for the information it has provided to the supplier and for updating such information.
- (3) The client shall be responsible for the software service being suitable for the client's intended use.
- (4) The client shall be responsible for the acquisition of the hardware, data connections and software it requires to use the software service, and for their operating condition and protection, unless these are within the scope of the supplier's responsibilities under the contract. The client shall be responsible for setting up its operating environment so that it is in accordance with the specifications presented in the service description.
- (5) The client shall instruct the users of the software service who are employed by or acting on behalf of the client to comply with the instructions issued by the supplier when using the software service. The instruction shall pay special attention to aspects related to information security in the use of the software service.
- (6) For the supplier's communication related to the software services, the client shall notify the supplier in writing of its contact persons, other contact details as well as their changes, if any.

## **6 Content and service level of software service**

- (1) The contracting parties shall agree in writing on the software service content, use and any service level requirements and consequences arising from deviations from the service description. To the extent that the content or service level of the software service has not been agreed upon at all, the supplier's service level description valid at any given time shall be observed.
- (2) A contracting party shall notify the other contracting party without delay of any matter having come to its knowledge which may prevent the software service from being used in accordance with the contract.

(3) The software service includes tasks related to the training of the client's personnel and the rollout of the software service only to the extent that these have been agreed upon in writing.

## **7 Rights and client's material**

(1) The right of ownership and intellectual property rights to the software service, the supplier's material and any changes made to them shall belong to the supplier or a third party.

(2) The right of ownership and intellectual property rights to the client's material shall belong to the client or a third party.

(3) The supplier shall only have the right to process the client's material solely for purposes of fulfilling the contract.

(4) The client shall be responsible for the client's material and for the client's material not being in violation of any rights of third parties or the legislation in force at any given time.

(5) No existing intellectual property rights shall be transferred between the contracting parties under this contract.

(6) The client and a third party operating on behalf of the client shall have the right to use and modify the supplier's material and the combined material during the validity of the contract for the client's activities. However, the client and a third party operating on behalf of the client as well as a party to which the client's tasks are possibly transferred shall, even after the termination of the contract, have the unlimited right to use and modify the combined material obtained from the software service, including any backup copies of this material handed over to the client.

## **8 Commencement of software service use**

(1) The supplier shall provide the client with sufficient instructions concerning the commencement of the use of the software service as well in advance as possible. The supplier shall provide the client with other support related to the rollout of the software service only if this has been agreed upon separately.



(2) The supplier shall launch the software service at the access point on the agreed delivery date or within an agreed period. If no delivery time or delivery date has been agreed, the supplier shall launch the software service at the access point within a reasonable time from the signing of the contract or from an order confirmation. The software service shall be considered as having been launched when the software service under the contract is available for use at the access point and the supplier has notified the client of this.

(3) If the software service includes the opportunity to store the client's material, and if backing up has been agreed to be a responsibility of the supplier, the supplier's responsibility for the safekeeping of the material shall commence from the moment the data has been saved successfully as part of the commencement of the use of the software service.

(4) If the commencement of software service use is delayed due to a reason attributable to the client, the delivery time shall be extended until the factor which prevented the commencement of use has been rectified or has ceased to exist. The supplier's right to invoice for the service shall begin from the time when the supplier has made the service available for use.

(5) The client shall, without any undue delay after the commencement of use of the software service, inspect the functionality of the software service and make a complaint regarding any inoperability or other error or deficiency identified in the delivery. If the client has not reported any errors within seven (7) business days of the commencement of the delivery of the software service, the software service shall be deemed to have been accepted. Furthermore, the software service shall be deemed to have been accepted immediately after it has been found to be functional in a rollout test conducted mutually by the contracting parties. Any deficiencies or defects that do not materially impair the use of the software service shall not prevent the delivery from being accepted, but the supplier shall be obligated to rectify them without any undue delay.

(6) The supplier and client may agree on a trial period for the use of the software service. The supplier shall have no obligations or liability for damages during a trial period. The client shall not be obligated to pay the service charge for the trial period, but the client shall otherwise comply with the contract and these terms and conditions.

## 9 Identifiers

(1) The supplier shall provide the client with access point names and identifiers (such as user identifiers, technical addresses and identifiers) in accordance with the contract for the use of the service and for the agreed purpose for the duration of the validity of the contract. The supplier shall notify of any changes to these well in advance.

(2) The client shall be responsible for its users storing all identifiers and passwords with care and not disclosing them to third parties. The client shall be responsible for the use of the software service taking place with its identifiers. However, the client shall not be responsible for the use if the client's identifiers are disclosed without authorisation to a third party for a reason beyond the control of the client or a party operating on behalf of the client, such as due to a data system break-in targeted at the supplier's system, or if the supplier's representative uses the client's identifiers contrary to the contract.

(3) The client undertakes to notify the supplier without any delay of any disclosure of identifiers or passwords to a third party or any suspected misuse of an identifier or password. The client's responsibility for the use of the software service taking place with the user identifiers and passwords of its users shall cease when the supplier has received the client's notification or the supplier has otherwise detected the misuse. However, in order for the responsibility to cease, it is required that the client does not, through its activities, prevent the supplier from changing or disabling the identifiers related to the misuse.

(4) The client shall be obligated, upon the written request of the supplier, to change a password required to use the software service if this is necessary due to a serious information security threat aimed at the software service.

## 10 Backing up

(1) Unless otherwise agreed in writing, the supplier shall be responsible for backing up the client's material that is in the software service, for checking the functionality of the backup copies and for the client's materials being recoverable from the backup copies. The supplier shall be responsible for the backing up of the client's material that is in the software service

from the moment the client takes the software service into use. The contracting parties shall agree in writing on backup schedules. If the supplier is responsible for backing up, and unless otherwise agreed, the supplier shall be obligated to back up the client's material at least once during the supplier's working day or at other intervals as notified by the supplier to the client in advance, and to store the backup copies in a manner suitable for the purpose in accordance with the practice notified by the supplier to the client in advance. In other respects, the client shall be responsible for backing up the client's material. The obligations under this clause 10(1) may also be fulfilled by means of some other technical measure than backing up that yields the same final outcome.

(2) If the client's material is destroyed, misplaced, altered or damaged after the client or a party for which the client is responsible has used the client's user identifier and password, or if the client or a party for which the client is responsible has otherwise, through its activities, destroyed, misplaced, altered or damaged the client's material, the supplier shall be entitled to charge for the recovery of such information according to agreed pricing criteria or in accordance with its price list.

(3) If the client so requests, the supplier shall deliver, at most once per calendar year, all of the client's material stored in the service to the client in accordance with the dataset openness requirement. When delivering the client's material, the supplier shall also deliver a data description which fulfils the dataset openness requirement. Unless otherwise agreed, the supplier shall not be entitled to any separate charge for the delivery of the client's material or the data description in accordance with this paragraph.

## **11 Changes in software service**

(1) The supplier shall, at all times, have the right to make such changes in the service which are directed at the production environment of the software service and which do not have an impact on the content or service level of the service, or which are necessary in order to prevent a serious information security threat against the service (including serious availability threats), or which are caused by a mandatory legal provision or regulation of an authority. If a change has an impact on the service description, the supplier shall notify the client of the change well in advance or, where this is not reasonably possible, for example due to action to prevent an urgent and serious information security threat, without delay after the supplier has been informed of the matter.

(2) In situations other than those referred to in clause 11(1) above, the supplier shall be obligated to notify the client of any needs to make changes in the software service well in advance.

(3) If the intended change will have a material effect on the content or service level of the service, the supplier shall notify the client of the change in writing at least three months before the date on which the change takes effect, or without delay from having been informed of it, and the client shall have the right to terminate the contract in accordance with clause 16. Changes with a material effect on the content include the transfer of the processing of personal data to a subcontractor or to a location that the client does not accept for justified reasons.

(4) The supplier shall be responsible for updating any changes made in the software service to the service description. The supplier shall provide the client with a revised service description as well as operating instructions and other material of the supplier.

(5) The supplier shall strive to take into consideration the client's wish concerning the date on which the change in the software service is taken into use. The supplier shall allow the client to study the changes before they are taken into use if this can reasonably be arranged.

(6) The client may propose changes to the software service. The implementation of such changes and their impact on costs shall be agreed separately.

## **12 Interruptions of software service**

(1) If no regular installation, modification or maintenance measures for the software service have been specified in the service description, the terms and conditions set out in this clause 12(1) shall apply. The supplier shall have the right to interrupt the provision of the software service for a reasonable period of time from Monday to Friday between 18.00 and 8.00 and on Saturdays, Sundays or public holidays if this is necessary due to installation, modification or maintenance measures performed for the software service and if the installation, modification or maintenance cannot be performed at reasonable costs without interrupting the provision of the software service. If the supplier interrupts the provision of the software service for a reason stated in this clause 12(1), the supplier shall (a) notify the client of the interruption of the software service and the duration of the interruption well in

advance; (b) strive to ensure that the disturbance caused by the interruption will be as minor as possible; and (c) upon the written request of the client, compensate the client for the non-fulfilment of the service level in accordance with the contract.

(2) The supplier shall have the right to interrupt the provision of the software service due to installation, modification or maintenance measures concerning the public communications network or due to a serious information security threat directed at the software service, or if so required by legislation or a regulation of an authority, or due to a force majeure event. If the supplier interrupts the provision of the software service for a reason stated in this clause 12(2), the supplier shall notify the client of the interruption and its estimated duration well in advance or, if this is not reasonably possible, without delay after the supplier has been informed of the matter in question.

(3) The supplier shall have the right, without consulting the client, to prevent the client from accessing the software service if the supplier has a justifiable reason to suspect that the client, in breach of the contract, loads or uses the software service in a manner which endangers the provision of the software service for other users. The supplier shall, without any undue delay, notify the client of the reasons for the prevention of access. If the client proves that it has used the software service in accordance with the contract, the supplier shall be obligated to compensate the client for the non-fulfilment of the service level due to the prevented access in accordance with the contract, or the client shall be entitled to receive a price reduction for the period of interruption.

## **13 Information security and data protection**

(1) Both contracting parties undertake for their part to ensure and be responsible for information security and protection of privacy in compliance with the legislation in force in Finland. Where necessary, the division of responsibilities and liabilities related to information security and data protection between the contracting parties shall be agreed in more detail.

(2) Each contracting party shall be responsible for information security in its own communications network. Neither contracting party shall be responsible for information security in the public internet or for any disturbances occurring there, or for any other factors beyond their control that impair the use of the software service, or for any damage resulting from these.

(3) A contracting party shall have the right to take measures to prevent information security violations and to eliminate disturbances concerning information security. The contracting party shall ensure its measures are proportionate to the severity of the disturbance being prevented and end them as soon as there are no grounds for their implementation.

(4) The contracting parties shall agree in writing on whether a contracting party will transfer personal data to the other contracting party.

(5) As the controller, the client shall be responsible for the personal data transferred by the client to the service unless otherwise required by the nature of the activity. The client shall be responsible for ensuring that it has the right to transfer the personal data in question to the supplier for processing in accordance with the contract. When processing personal data, the supplier shall comply with the provisions on the protection and processing of data. The supplier shall process personal data only in accordance with the contract and the written instructions issued by the client. The supplier shall implement the technical and organisational measures that have been agreed..

## **14      Actions concerning information security violations**

(1) A contracting party shall be obligated to notify the other contracting party without undue delay of the detection of any significant changes in the information security situation threatening the software service or its use, or any increased information security risks, data protection risks, violations of information security or data protection, or suspicions of these.

(2) A contracting party shall, for its part, take immediate measures to eliminate or reduce the impact of an above-mentioned violation. Specific measures required for the management of information security risks shall be agreed separately.

(3) A contracting party shall be obligated to contribute to the investigation of violations of information security and data protection.

## **15 Location of software service provision**

(1) The supplier may provide the entire software service or a part of it from Finland or from another country, provided that the supplier otherwise fulfils the terms and conditions of the contract. If the supplier provides the service outside of the European Economic Area, the supplier shall ensure that any transfer of personal data is implemented in compliance with the applicable legislation.

(2) The geographical location of the information technology environments and management services as well as the information stored shall be specified in the service description. The supplier shall be obligated to notify of any changes of location.

## **16 Validity and termination**

(1) A fixed-term contract on the software service shall end without any separate termination once the fixed term has expired. However, the client may terminate a fixed-term contract in situations referred to in clause 11(3) by issuing a written notice to the supplier, in which case the contract shall terminate three (3) months after the issuance of the notice.

(2) Unless otherwise agreed in writing, a contract valid until further notice may be terminated in writing with a six (6) months' notice period on the part of the client and with a twelve (12) months' notice period on the part of the supplier. In addition, termination is possible in accordance with clause 11(3). The period of notice shall be calculated from the last day of the calendar month during which the notice of termination of the contract was given.

(3) If the client has paid a service charge for a specific period in advance and the contract terminates prematurely for a reason not attributable to the client, the client shall have the right to receive a refund of the service charge paid in advance corresponding to the non-fulfilled period.

## **17 Assistance obligation at termination of contract**

(1) At the termination of the software service or its part, the supplier undertakes to assist the client in transferring the terminating service to a third party or the client itself. As part of its assistance obligation, the supplier shall be obligated to take the following measures upon the client's request:

- i. The supplier shall continue to deliver the services to the client under the terms and conditions of the contract and to the extent requested by the client until the termination of the contract.
- ii. At the termination of the contract, the supplier shall be obligated to reasonably contribute to the performance of the tasks required by the transfer. This shall take place at the supplier's prices under the contract or, if the prices have not been agreed upon, at the prices of the supplier's general price list.

(2) The assistance obligation shall begin already before the contract terminates, upon a notice of termination or cancellation, or upon the client notifying that it will initiate a procurement process concerning the services under the contract. The obligation shall continue at most until three (3) months have passed from the termination of the contract.

(3) The supplier's obligation to store the client's materials shall end sixty (60) days after the termination of the contract, after which the supplier shall be obligated to destroy the client's materials at the supplier's expense unless the client has before this requested that the material be returned in accordance with clause 17(4). If the client requests that the material be returned, the supplier shall return to the client the up-to-date material handed over by the client or the client's material otherwise concerning the service. However, the supplier shall have the right to destroy or retain the client's material to the extent the supplier is obligated to do so based on law or a regulation of an authority.

(4) At the termination of the service, the supplier shall return the client's material to the client in accordance with this clause without any separate charge. Unless otherwise agreed in writing, the supplier shall return the client's material to the client within thirty (30) days of a written request issued by the client in accordance with the dataset openness requirement or in an agreed format. When delivering the client's material, the supplier shall also deliver a data description which fulfils the dataset openness requirement. Unless otherwise agreed, the supplier shall not be entitled to any separate charge for the delivery of the client's material or the data description in accordance with this paragraph.

(5) The supplier shall not have the assistance obligation referred to in clause 17(1) if the contract is terminated due to the client's material breach of the contract. If the supplier has cancelled the contract because the client has not paid charges related to the use of the software service, the supplier shall, however, have the obligation to contribute referred to in clause 17(1) if the client pays its due and payable charges to the supplier and lodges an acceptable security for the payment of future charges.