

Terms and Conditions for the Processing of Personal Data (JYSE/JIT - Personal Data 2025)¹

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Instructions for use

These Terms and Conditions for the Processing of Personal Data are intended to be used in procurements where the supplier will process the client's personal data on behalf of the client as part of the service procured. These Terms and Conditions are intended to be used for the processing of personal data based on the General Data Protection Regulation of the EU (GDPR, (EU) 2016/679). They are not intended to be used when the processing of personal data is based on the Act on the Processing of Personal Data in Criminal Matters and in Connection with Maintaining National Security (1054/2018).

The Terms and Conditions for the Processing of Personal Data are not intended to be used on their own. Instead, in addition to these Terms and Conditions, the special terms and conditions applicable to the service concerned as well as either the General Terms and Conditions of Public IT Procurement (*JIT 2025 – General Terms and Conditions*) or the General Terms and Conditions of Public Procurement (JYSE 2025 terms), depending on which contract terms apply to the contract, should always be annexed to the contract.

It is recommended that the Terms and Conditions for the Processing of Personal Data be given precedence over the other general terms and conditions of contract annexed to the contract.

¹ This annex corresponds to pp. 8–17 in publication [Terms and Conditions for the Processing of Personal Data \(JYSE/JIT – Personal data 2025\)](#).

Where necessary, the contract should provide the definitions of 'controller' and 'processor' of personal data and take into account the requirements laid down in *the General Data Protection Regulation (GDPR, (EU) 2016/679)* for the processing of personal data. The requirements have been specified further in documents including European Data Protection Board (EDPB) guidelines 07/2020 on the concepts of controller and processor in the GDPR.

The client acts as the controller as referred to in legislation concerning the processing of personal data and data protection when the client determines the purposes and means of the processing of personal data. Although the client typically acts as the controller of the processing of personal data relating to a service, it should be noted that, to the extent that the supplier itself determines the purposes and means of the processing of personal data, the supplier acts as the controller. Examples of such personal data that falls under the responsibility of the supplier as the controller include contact details in the supplier's customer register. This data is not covered by the client's instructions.

Where necessary, the contract should specify if any special legislation relating to personal data processing applies to the client.

A document that specifies in concrete terms which personal data will be processed and how and, for which purpose it will be processed, must be annexed to the contract. According to Article 28 of the GDPR, the processing of personal data shall be governed by a binding document that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the types of personal data and the categories of data subjects. A form for the description of personal data processing operations has been published in conjunction with these Terms and Conditions for the Processing of Personal Data and may be used for this purpose.

The client must ensure that the supplier implements the appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The required level of security may be based on, for example, a risk assessment carried out by the client and considered jointly by the parties, available technology and technological opportunities as well as the nature and quality of the processed data. To ensure the required level of security, the client must already assess, during the preparation phase of the procurement, whether the contract should set special requirements relating to information security for the supplier. The formulation of the information security requirements can make use of, for example, the procurement term tool prepared by the Information Management Board or any instrument developed within the Government to replace it.

Under the GDPR, the controller must authorise any subcontractors used by the processor in advance. The written advance authorisation may be specific or general. Owing to the nature of public administration, it is important for the client to have visibility into the personal data processor chain and effective opportunity to authorise the subcontractors used. In addition, the supplier must inform the client of any planned changes concerning subcontracting. The client may give written authorisation for the use of subcontractor processors by, for example, signing the contract specifying the subcontractors. The client should ensure that the contract or the general JIT or JYSE terms and conditions annexed to it include a sufficient contractual term concerning replacements of subcontractors and the right to object to a new subcontractor. Where necessary, it should be agreed in the contract on the contracting parties' possible right to terminate the contract if a suitable subcontractor is not available.

The supplier should note that the terms and conditions may to some extent differ from terms and conditions commonly used in private-sector deliveries due to the nature of public-sector activities.

The client should note that the decision on whether data may be transferred outside of the EEA must already be made before the invitation to tender is published, so that the contract terms are stated correctly already in the invitation to tender. This should be taken into account particularly when procuring cloud computing services. The Transfer Impact Assessment (TIA) described in clause 7.2 can already be requested to be submitted as a document attached to the tender if the supplier intends to process personal data in a third country that is not covered by an adequacy decision adopted by the European Commission. Provisions on damages and any right of recourse between the controller and processor of personal data are laid down in JIT 2025 – General Terms and Conditions and in JYSE 2025 – Services.

These instructions for use do not constitute part of the contract.

Date of contract:

Number of contract:

Number of Annex:

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1 Scope of application

1.1 These Terms and Conditions define in a manner binding on the client and the supplier the contract terms concerning the processing of personal data as well as the obligations and rights of the controller and the processor of personal data in accordance with which the supplier shall process the personal data on behalf of the client.

1.2 The supplier shall be able to demonstrate to the client that the supplier is, as a processor of personal data, complying with these Terms and Conditions.

2 Definitions

data protection legislation

The General Data Protection Regulation of the European Union (GDPR, (EU) 2016/679) as well as other legal provisions on data protection and the orders of the data protection authorities.

client's personal data

Any personal data the client is responsible for as the controller.

In addition, definitions of the GDPR are used in this annex.

3 Roles of contracting parties in processing of personal data

3.1 The client shall be the controller when the client determines the purposes and means of the processing of personal data. When processing the client's personal data, the supplier shall act as processor. The more specific tasks and responsibilities of the contracting parties concerning the processing of the client's personal data shall be agreed in the contract.

3.2 The subject-matter, duration, nature and purpose of the processing of personal data, the types of personal data and categories of data subjects, the applicable information security measures, and the more detailed obligations and rights of the supplier and the client shall be described more specifically in the contract and its annexes, particularly in the Description of Processing Operations.

3.3 If the Description of Processing Operations in accordance with clause 3.2 has not been made or if it is incomplete, the client and the supplier shall draw up the description in cooperation with each other before the commencement of the processing of the client's personal data.

4 Supplier's general obligations

4.1 The supplier shall process the client's personal data in compliance with the data protection legislation in force at any given time, the contract between the contracting parties and the instructions provided by the client.

4.2 The supplier shall implement and document the technical and organisational measures required to ensure a level of security appropriate to the risk in order to prevent and protect against unauthorised or unlawful processing of the client's personal data and to protect against accidental loss, destruction or damage of the

client's personal data. By means of the measures, the supplier shall ensure that the processing of the client's personal data takes place in compliance with the requirements of the contract and with the client's instructions and data protection legislation. The measures shall also ensure the confidentiality, integrity, availability and resilience of the systems and services used in the processing of the client's personal data.

4.3 The supplier shall not process or otherwise utilise the client's personal data processed by the supplier under the contract for a purpose or to an extent other than in accordance with the contract.

4.4 The supplier shall designate a data protection officer or a contact person responsible for data protection matters for communication related to the client's personal data. The supplier shall provide the client with the contact information of the data protection officer or contact person in writing.

4.5 The supplier shall, upon the written request of the client, provide the client without delay with all such information concerning the processing of the client's personal data that the client may need (i) to fulfil the rights of data subjects, including access rights, (ii) to ensure the lawfulness of the processing of the client's personal data, and (iii) to comply with the orders or instructions of data protection authorities. The supplier shall participate, on request and in the manner agreed, in the preparation and maintenance of descriptions and other documents for which the client is responsible, such as impact assessments and documents relating to any prior consultation of the supervisory authority. The supplier shall perform these tasks at the rates charged for labour under the contract.

4.6 The supplier shall notify the client without delay of all requests by data subjects for exercising the data subject's rights. The supplier shall not respond to these requests by itself. The supplier shall assist the client in the agreed manner so that the client is capable of fulfilling its obligation to respond to these requests. Requests may require that the

supplier, for example, assists in informing and communicating with the data subject, implementing the data subject's right of access, rectifying or erasing personal data, implementing the restriction of processing or transmitting the data subject's own data from one system to another (data portability). Unless the inclusion of the said tasks in the service prices has been agreed in the contract, the supplier shall have the right to invoice the client at the rates for labour agreed in

the contract if the assistance results in additional costs for the supplier. The supplier shall be obligated to notify the client in advance of any additional costs to be incurred.

5 Client's instructions

5.1 The client shall have the right to provide the supplier with binding written instructions concerning the processing of the client's personal data. The client shall ensure that the instructions are maintained and available. The supplier shall inform the client without undue delay if the instructions provided by the client are incomplete or if the supplier suspects that they are unlawful.

5.2 The client shall have the right to amend, supplement and update the instructions concerning the processing of the client's personal data it has provided for the supplier. If the amendments to the instructions cause other than minor changes relating to the services provided under the contract, their effects shall be agreed upon, before any updates to the instructions, through the change management procedure in accordance with the contract.

6 Subcontractors processing client's personal data

6.1 The use of a subcontractor shall require written authorisation granted in advance by the client. The use of subcontractors has been agreed upon more specifically in the contract.

6.2 The supplier shall enter into written agreements with its subcontractors, under which the subcontractors shall undertake to comply for their part with the obligations imposed on the supplier by the contract and with the instructions concerning the processing of the client's personal data provided by the client and valid at any given time.

6.3 The supplier shall be responsible for the work of its subcontractor as for its own work. The supplier shall be responsible for any subcontractor complying, for its part, with the obligations set for the processor. If the client is justifiably of the opinion that the supplier's subcontractor is not fulfilling its obligations regarding data protection, the client shall have the right to request that the subcontractor be replaced.

6.4 Any replacement of subcontractor participating in the processing of the client's personal data shall be notified to the client in advance. The notification shall describe how the subcontractor will be processing the client's personal data in accordance with data protection legislation and that it will provide sufficient guarantees of compliance with the data protection legislation. The client shall have the right to object to a proposed subcontractor for a justified reason.

7 Location of personal data processing

7.1 Unless otherwise agreed in the contract, the supplier shall have the right to process the client's personal data in the European Economic Area (EEA) only. What has been agreed in the contract and in these Terms and Conditions on the processing of the client's personal data shall also apply to the granting of access to the client's personal data via, for example, a management or monitoring connection.

7.2 If the supplier has, under the contract, the right to process the client's personal data outside of the EEA, the supplier shall before the implementation of a transfer submit to the client for approval a Transfer Impact Assessment (TIA) prepared by the supplier concerning the transfer of the client's personal data and the information on the transfer mechanisms and any additional safeguards used necessary for the assessment of the transfer. The TIA shall be updated in conjunction with any significant changes. If the European Commission has adopted an adequacy decision on the third country, a territory or specified sector within the third country, or the international organisation concerned, there shall be no need for a separate TIA.

8 Requirements concerning personnel

8.1 The supplier shall ensure that all persons acting under the authority of the supplier and authorised to process the client's personal data have committed themselves to the non-disclosure terms agreed in the contract or are under a statutory obligation of non-disclosure.

8.2 The supplier shall provide its personnel with access to the client's personal data only to the extent necessary to fulfil the purpose of the contract. The supplier shall ensure that all persons under the authority of the supplier who have access to the client's personal data are aware of their obligations related to the processing of the client's personal data and process the data only in accordance with the contract, these Terms and Conditions and the client's instructions.

9 Personal data breaches

9.1 The supplier shall, regardless of the agreed service hours, notify the client in writing without undue delay of any personal data breach of which the supplier has become aware. In addition, the supplier shall notify the client without undue delay of other disruptions in or problems with the service which have or may have an impact on the status and rights of data subjects. The supplier shall help the client to ensure compliance with the obligations relating to the security of processing and to data breach notifications.

9.2 The supplier shall provide the client in writing with at least the following information on any personal data breach concerning the client's personal data:

- i. a description of the nature of the personal data breach and identification of the personal data affected by the personal data breach, including the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned as accurately as known;
- ii. the name and contact details of the data protection officer or other contact point where more information can be obtained;
- iii. a description of the likely consequences of the personal data breach; and
- iv. a description of the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

9.3 The original notification shall be supplemented without undue delay if the supplier receives further information on the personal data breach after the notification provided.

9.4 Having detected a breach of the client's personal data, the supplier shall without delay take sufficient measures to eliminate the personal data breach and to limit and remedy its impacts.

10 Right to audit concerning personal data processing

10.1 The client shall have the right to conduct or have an independent third party conduct an audit to assess compliance by the supplier and its subcontractors with these Terms and Conditions for the Processing of Personal Data and the other obligations under the contract concerning the processing of the client's personal data.

10.2 The supplier shall ensure that the client can exercise its rights to audit the supplier's subcontractors as required by the data protection legislation.

10.3 Any audits conducted by the client shall not limit the obligations, responsibilities and liabilities of the supplier or its subcontractors under these Terms and Conditions for the Processing of Personal Data or the contract.

10.4 Each contracting party shall carry its own direct costs arising from the audit. If an audit detects a material derogation from compliance with these Terms and Conditions for the Processing of Personal Data or other obligations under the contract concerning the processing of the client's personal data, the supplier shall be responsible for the direct costs of the audit required to identify the derogation.

11 Termination of personal data processing

11.1 The supplier may not erase the client's personal data during the validity of the contract without the explicit request of the client.

11.2 Upon the termination of the contract, the supplier shall, at the choice of the client, either return the client's personal data to the client in a commonly used format or, at the supplier's expense, destroy it so that the client's personal data can no longer be restored into a legible format. The data may not be erased if legislation or an order of an authority requires the supplier to retain the client's personal data. Unless otherwise agreed in the contract, the supplier shall not be entitled to any separate charge for the return of the client's personal data in accordance with this paragraph.