

# Annex 3. Special Terms and Conditions for Services (JIT 2025 – Services)<sup>1</sup>

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## Instructions for use

These Special Terms and Conditions are intended to be used in agreeing on services provided on a continuous basis, such as servicing and maintenance services, material processing and exchange services, or user support.

They are not intended to be used in agreeing on consulting or expert services or on software services delivered over an information network (SaaS). Instead, the respective special terms and conditions apply to these (*JIT 2025 – Consulting*, *JIT 2025 – Expert Work* and *JIT 2025 – Services over Network*).

In the service contract, attention should be paid to the following phases of service:

- rollout (possible piloting)
- production phase when the service must be available for use in accordance with the contract
- phaseout from the service.

Situations related to the rollout of the service vary from case to case, and the terms and conditions associated with them are left to be agreed on between the contracting parties.

Regarding the production phase, the following must be described in detail in the service contract:

- the service and service processes (the service process depends on the selected supplier)

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<sup>1</sup> This annex corresponds to pp. 67–79 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

- service environment (including testing environments) and interfaces of responsibilities between the contracting parties and between different suppliers
- service hours
- response times and urgency categories
- service level, its measurement and monitoring, as well as the consequences of breaches.

In addition, attention should be paid in the contract to the development of the service as well as to data protection and information security aspects. If necessary, the contract should define who act as 'controller' and 'processor' of personal data and take into account the requirements set in the General Data Protection Regulation (GDPR, (EU) 2016/679) for the processing of personal data. If the supplier and its subcontractors will process personal data contained in the client's personal data file, terms and conditions for personal data processing must be annexed to the contract. 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](#).

If the location of the service provision is of relevance, it should be agreed upon in the contract.

Furthermore, the contract should also prepare for the eventual termination of the service and for putting the service again out to tender so that phaseout will not cause disturbance to the client's operations. The contract terms and conditions include a clause concerning the supplier's assistance obligation, the sufficiency or necessity of which needs to be evaluated separately in each case. In particular, it may be useful to consider and specify in advance and in more detail which service documentation, other material and information the client will need when the service terminates.

The final outcomes of the service must be specified in the contract. Continuous services do not always generate reusable final outcomes. On the other hand, a service contract may be used to agree on, for example, a software support service, in which case the service may also generate reusable final outcomes. The tools and methods used in the provision of the service are usually not to be regarded as final outcomes of the service.

It should be identified clearly in the pricing information which work is subject to a separate charge and what may result in changes to any fixed service charge.

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 (JIT 2025 – Services)

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## 1 Scope of application

(1) These Special Terms and Conditions shall be observed in the procurement of services relating to data processing by public contracting entities 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.

### **rollout project**

A project implemented in conjunction with services being launched, as an outcome of which the service defined in the contract can be taken into use.

### **service description**

A detailed specification of the content of the service.

### **service environment**

The premises, technical hardware environment, such as hardware, software and data connections, as well as the user licences and their maintenance required for the delivery and provision of the service under the contract.

## 3 Service and its outcomes

### 3.1 Service

(1) The supplier undertakes to provide the client with the services specified in the contract in accordance with the requirements and the agreed service descriptions.

(2) The services and any service limitations, final outcomes of service, quality level as well as the detailed requirements and terms and conditions concerning each service are described in the contract.

(3) The responsibilities and liabilities of the contracting parties are specified in the contract.

(4) The rollout of the service is agreed upon in the contract.

### **3.2 Service environment**

(1) The supplier shall be responsible for the construction, functionality and maintenance of the service environment in full, unless otherwise explicitly agreed with respect to a specific part of the service environment. Unless otherwise agreed, the supplier shall not, however, be responsible for parts of the service environment which are located in the client's premises.

(2) The supplier shall notify the client in advance of the location of the service provision. The supplier shall also notify the client in advance if the location changes. If the service includes the processing of personal data for which the client is responsible for as the controller, processing outside of the European Economic Area or by a subcontractor shall only be possible based on a written permission issued in advance by the client and in compliance with data transfer practices in accordance with the law.

### **3.3 Client's material**

(1) The client shall be responsible for the client's material being available to the supplier as agreed and free of charge and to the extent required under the contract.

(2) The supplier shall not be responsible for any errors or deficiencies in the service that are caused by the client's material.

(3) The supplier undertakes to store the information, databases and files created in the services in the manner jointly determined by the supplier and the client. To the extent that this is not the case, the supplier undertakes, without any separate compensation, to convert the information, databases and files into such a format at the termination of the contract and, at the client's request, during the operation.

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

### **3.4 Service hours**

(1) The service shall be available during the service hours specified in the contract.

(2) Unless otherwise agreed, tasks related to the service which are performed in the client's premises shall be carried out during the working hours followed within the client's organisation.

## 4 Service changes

(1) If they so wish, the contracting parties may propose changes to the content or service level of the service. Any additional services that have been pre-priced in the contract or any changes in the service volume shall not be regarded as changes referred to here. The contracting parties undertake to process the change proposals presented by the other party without any undue delay.

(2) The supplier shall notify the client of the impacts the proposed changes have on the services and their delivery schedule or service level, and of any additional work required or additional costs incurred by the supplier due to the changes.

(3) Changes shall be processed in a procedure agreed between the contracting parties, and all changes shall be agreed upon in writing.

(4) The supplier shall be entitled and obligated to carry out a change only if the change has been agreed upon in writing. The supplier shall have the right to charge for any changes it has made in accordance with the contract entered into between the contracting parties.

(5) The supplier shall, however, be entitled and obligated to implement changes without following the change procedure referred to in the clause above if ensuring the agreed level of information security or service continuity necessarily requires immediate actions. The supplier shall notify the client without any delay of any changes it has made on the basis of this clause, and the contracting parties shall jointly consider the impacts of the changes.

(6) If a contracting party wishes to make changes in the service environment for which it is responsible and these changes will result in changes in the hardware environment, systems, software, service provision or service use of the other party, the contracting party wishing to make the change shall notify the other contracting party of the intended changes in good time in advance. The changes shall be agreed upon before they can be implemented.

(7) The client may decrease or increase the volume of the service per invoicing period if the service pricing is tied to a specific quantitative variable (such as the number of users or transactions). The basis for the volume, its measurement and its impact on pricing, as well as the management and schedule of the changes shall be agreed upon in the contract.

## **5 Service delivery**

### **5.1 Service quality**

(1) The supplier shall deliver the services with care, prudence and such professional competence as may reasonably be expected from a professional and experienced supplier. In delivering the service, good technical practice, the agreed quality system and the written instructions accepted by the contracting parties shall be followed.

(2) If the service does not conform to the agreed requirements and service descriptions, the supplier shall be obligated to bring the service into line with them.

### **5.2 Service levels**

(1) The supplier shall deliver the services in accordance with the service level requirements agreed upon in the contract, monitor the service level and report on the realised service level. If any deficiencies are detected in the service level, the supplier shall present a proposal to correct the service level and shall rectify the deficiencies in the service level as specified in the service level agreement.

(2) The supplier shall comply with any response times and urgency categories agreed upon in the contract.

(3) If the service level is not as agreed, the client shall have the right to the contractual penalty agreed upon in the contract for failing to reach the service level.

### **5.3 Work methods and processes**

(1) Unless otherwise agreed, the supplier's work methods and processes shall be used in the implementation of the service. The supplier may freely change them, provided that the change does not cause any additional costs, damage or inconvenience to the client.

(2) The supplier undertakes to maintain and actively develop the work methods, practices and processes it uses.

## 5.4 Service personnel

(1) The supplier shall use personnel with suitable qualifications and experience for the provision of the service. The supplier shall without delay and free of charge replace any service person who lacks the sufficient professional competence or who, based on security clearance vetting conducted, is unsuitable for the role or on whom the required security clearance vetting cannot be conducted.

(2) The supplier shall, using all means reasonably available, avoid any replacements of its service personnel designated in the contract that adversely affect the service or its quality. If a service person is replaced for a cause attributable to the supplier, the supplier shall be responsible for providing the new service person with the required training and induction at its own expense.

(3) When launching the service, the supplier shall, at the client's request, draw up a list of those members of its personnel or those of its subcontractors who take part in the provision of the service and have access to the client's personal data, identification data or non-disclosable datasets. A person may only be granted access to the client's non-disclosable information once the person has been accepted by the client. If any replacements take place, the supplier shall update the list and submit it to the client. The client may apply for security clearance vetting to be conducted on persons taking part in the provision of the service in accordance with clause 19(6) of *JIT 2025 – General Terms and Conditions*.

(4) The supplier shall be responsible for the persons providing the service being aware of their non-disclosure obligations before they are assigned with any service tasks under the contract, and for compliance with the obligations.

(5) The supplier shall be responsible for the use of service personnel and any work carried out in the client's premises always being in compliance with the security, data protection, general conduct and other reasonable guidelines and directions of the client. The client shall notify in advance of all such conduct-related obligations intended to be complied with by the supplier's personnel. Any changes resulting in additional costs shall be agreed upon separately.

## 5.5 Cooperation and reporting

(1) The contracting parties shall agree upon cooperation related to the steering, monitoring and reporting of the service.

(2) The service shall include continuous reporting to the extent agreed.



(3) In addition, the supplier undertakes to otherwise report on the delivery of the services in the manner and at the intervals reasonably and specifically requested by the client, provided that the client compensates the supplier for the additional costs arising from such reporting.

## **5.6 Service documentation**

(1) The supplier shall maintain service documentation to the extent and in the manner enabling a person who has received appropriate training to be able to use, maintain and further develop the service. Service documentation includes descriptions of the service process, documentation of the service environment controlled or exclusively used by the client, user instructions, manuals and log data on the environment used by the client and log data related to the processing of personal data.

(2) During the service, the supplier shall hand over to the client the service documentation to the extent necessary to utilise the service.

(3) At the termination of the service, the supplier shall hand over, as part of its assistance obligation set forth in clause 8, the agreed service documentation for the client's use. Unless otherwise agreed, the supplier shall hand over the existing service documentation.

(4) This clause shall not reduce the obligation of the contracting parties to comply with the confidentiality obligations set out in the contract and in clause 18(3) of *JIT 2025 – General Terms and Conditions*, which obligations shall remain valid also after the termination of the contract.

## **5.7 Cooperation with third parties**

(1) The supplier undertakes to cooperate with any other service providers that supply services to the client at any given time so that the whole formed by the services functions as flexibly as possible for the client and without interruptions. If the activities result in additional costs for the supplier, the supplier shall have the right to invoice the client. The supplier shall be obligated to notify the client in advance of any additional costs to be incurred. The client shall notify the supplier in advance if the client will use other service providers that may have an impact on service provision and the service environment under the contract.

## 5.8 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 provision of the service. The supplier shall be obligated to give notification of the information it requires if the delivery of the service is prevented or made more difficult due to incomplete information.
- (3) The client shall notify the supplier of any decline in service levels and any errors in the service without undue delay.
- (4) The client shall ensure that the supplier's personnel have access, as necessary, to use the client's hardware and software in compliance with any agreed guidelines and directions.

## 6 Rights

- (1) The right of ownership and intellectual property rights to the client's material shall belong exclusively to the client or a third party.
- (2) The supplier shall only have the right to use the client's material solely for the delivery of the service to the client and in accordance with the contract. The client shall be responsible for the supplier having the right to use the client's material for purposes in accordance with the contract.
- (3) Unless otherwise agreed, intellectual property rights to the supplier's tools and methods used in the provision of the service, final outcomes of service and service documentation shall belong to the supplier or a third party and shall not be transferred to the client.
- (4) The supplier shall have an unrestricted right to use and modify the final outcomes of the service, the service documentation and other material drawn up and handed over to the client by the supplier as commissioned by the client for a purpose relating to the use of the service, and hand these over to a third party for use for the client's activities. When making changes or having changes made to material handed over by the supplier or when handing over the supplier's material, the client shall ensure that the supplier's trade secrets are not disclosed.

## **7 Delays**

(1) If a contracting party finds that it will be delayed in the rollout of the service, or 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. If the supplier is delayed, it shall notify the client of a new delivery time as soon as possible.

(2) If the rollout of the service is delayed due to a reason attributable to the supplier, the supplier shall pay a contractual penalty to the client for each commencing period of seven (7) days by which the supplier exceeds the due date agreed for the rollout or its part in the contract. The penalty for each above-mentioned period shall be 0.5 per cent of the notional 12-month price for the continuous service that is not provided due to the delay, subject to a maximum penalty of 7.5 per cent of the price, however. The amount of damage caused by the delay shall not affect the amount of the penalty.

(3) The supplier shall not be entitled to receive a contractual penalty due to the client's delay.

(4) If the rollout of the service is delayed or the delivery is interrupted due to a reason attributable to the client, the rollout or delivery of the service shall remain interrupted until the client notifies that the reason for the delay or interruption no longer exists. After receiving the client's notification, the supplier shall announce a new delivery schedule for the service and continue the delivery of the service no later than within one (1) month of the client's notification. If the rollout of the service is delayed or the delivery of the service is interrupted due to a reason attributable to the client for more than three (3) months, the supplier shall have the right to cancel the contract.

## **8 Assistance obligation when service terminates**

(1) When the service or its part terminates, the supplier undertakes to assist the client in transferring the terminating service to be attended to by 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 the delivery of the services to the client in accordance with the terms and conditions of the contract and to the extent requested by the client.

- ii. The supplier shall assist the client in the performance of the tasks required for the transfer to the extent requested by the client and shall take part in the transfer by supplying information, material, support, training and consulting and by cooperating with the client and its other service providers. 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 9 months have passed from the termination of the contract.

(3) At the termination or cancellation of the contract or a specific service package, the supplier shall return to the client the up-to-date material handed over by the client or the client's other material concerning the service and shall destroy the client's datasets in the supplier's volumes, unless otherwise agreed. In addition, the supplier shall hand over to the client the service documentation in accordance with clause 5.6(3). For its part, the client shall return the supplier's material to the supplier and shall destroy any copies of the material and its parts, unless otherwise agreed. However, programs or material may not be destroyed if their retention is required by legislation or regulations of the authorities.

(4) When providing assistance, the supplier shall not be required to reveal its non-disclosable work methods.

(5) The supplier shall not have the assistance obligation referred to in clause 8(1) if the contract is terminated due to the client's material breach of the contract. If the supplier has cancelled the contract due to the client's non-payment of clear and undisputed charges related to the use of the service, the supplier shall, however, have the obligation to contribute referred to in clause 8(1) if the client pays its due and payable charges to the supplier and lodges an acceptable security for the payment of future charges.

## **9 Termination of contract**

(1) The contracting parties may terminate a contract or one or more service packages valid until further notice by giving the agreed period of notice. Unless otherwise agreed, the period of notice shall be 6 months on the part of the client and 9 months on the part of the supplier. Notice of termination shall be given in writing