

General Terms and Conditions (JIT 2025 – General Terms and Conditions)¹

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Instructions for use

It is recommended that public contracting entities use these contract terms annexed to the contract when carrying out IT procurement.

These General Terms and Conditions supplement the procurement contract that describes details including the contracting parties, the object of contract, the content of delivery or service, the requirements set for the object of contract, the more detailed obligations, responsibilities and liabilities of the parties, the schedules, prices and terms of payment, as well as any other terms and conditions that deviate from or supplement these General Terms and Conditions.

The structure of the contract must always be planned carefully and, where necessary, matters including the continuation of the client's operations in the event of the termination of the contract must be ensured. With regard to the order of precedence of annexes to the contract, it must be taken into account that the *JIT 2025 – Special Terms and Conditions* annexed to the contract take precedence over these General Terms and Conditions.

These contract terms are intended to be always used in the manner whereby the applicable special terms and conditions are used in addition to the General Terms and Conditions of Public IT Procurement (*JIT 2025 – General Terms and Conditions*). The special terms and conditions should not be used without the General Terms and Conditions and, correspondingly, the General Terms and Conditions may not be used without any special terms and conditions applicable to the procurement.

¹ This annex corresponds to pp. 12–35 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

The special terms and conditions selected must be those that are applicable to the procurement. If several special terms and conditions are applied to the procurement, their order of precedence must be considered with particular care, and the final order must be agreed upon in the main body of the contract. Great consideration must be given to the use of the special terms and conditions, and they must not be added to the contract only as a precaution.

The contract must clearly indicate which terms have been agreed upon by way of derogation from the General Terms and Conditions or from the special terms and conditions, and what the contents of such changes are. All changes must either be made in the main body of the contract or in a separate annex to the contract. It is not recommended to include, as a precaution, in the procurement contract a term on a matter which is already covered by the General Terms and Conditions, unless the purpose is to explicitly agree otherwise upon such a term. To ensure the uniformity of the contract terms, no changes may be made to the document *JIT 2025 – General Terms and Conditions* or the documents of special terms and conditions.

It is recommended that the applicable special terms and conditions be annexed as contract documents to the contract to be signed instead of only including a reference to them. In this way, disagreements over which contract terms are applicable and binding can be avoided.

When preparing an invitation to tender, the client must pay attention to clauses beginning with the phrase '*Unless otherwise agreed*' and clearly indicate in the procurement contract attached to the invitation to tender if the client wishes to deviate from the main rule of such a clause of the terms.

The General Terms and Conditions do not lay down provisions on the consequences of cancellation of contract. However, cancellation usually has significant legal consequences on the contractual relationship and the rights and obligations of the contracting parties. Depending on the situation, these may include an obligation to return the object of delivery or the purchase price, or liability for damages. If the cancellation concerns a contract on a continuous service, it should also be taken into account that it is not usually possible to return any payments for services already performed. Users of contract terms are well-advised to obtain legal advice already when considering cancellation of a contract so that the special characteristics of each case can be taken into account and the consequences of cancellation on the contracting parties can be assessed.

The public charges mentioned in clause 7 refer to a tax or charge (such as excise duty on electricity or customs duty) directly concerning an item or service procured, not charges related to indirect costs. If the intention is to make use of an index in the term concerning price revisions, the index to be used must be specified in the contract. In other respects, the terms concerning price revisions are provided in clause 7.

Where necessary, the contracting parties should agree under a separate agreement on terms concerning security and preparedness. Public administration actors must ensure that outsourced functions are also attended to as well as possible in all circumstances. Critical functions must be identified, and the invitation to tender must, where necessary, include requirements concerning preparedness to ensure the continuity of operations.

When assessing the assignability of a contract, any restrictions arising from procurement legislation must be taken into account. Provisions on restrictions on making amendments to contracts are laid down in the Act on Public Procurement and Concession Contracts (1397/2016, section 136).

These General Terms and Conditions and the special terms and conditions have been prepared taking Act 1397/2016 into account. Other procurement legislation, such as the Act on Public Contracts in the Fields of Defence and Security (1531/2011), lays down provisions deviating from this (such as chapter 4 on Subcontracting), which must be taken into account when preparing a procurement contract.

When preparing a procurement, the contracting entity must also take into account other relevant legislation and recommendations of the authorities, which may, where necessary, be taken into account in, for example, requirements concerning the object of procurement.

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](#).

These General Terms and Conditions of Public IT Procurement (JIT 2025) comprise these general terms and conditions and the following special terms and conditions:

- Annex 1. Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (JIT 2025 – Client's Applications Open Source)
- Annex 2. Special Terms and Conditions for Client's Application Procurements under Software Terms Other than Open Source (JIT 2025 – Client's Applications Non-Open)
- Annex 3. Special Terms and Conditions for Services (JIT 2025 – Services)
- Annex 4. Special Terms and Conditions for Consulting Services (JIT 2025 – Consulting)
- Annex 5. Special Terms and Conditions for Hardware Procurement (JIT 2025 – Hardware)
- Annex 6. Special Terms and Conditions for Services Delivered over Information Network (JIT 2025 – Services over Network)
- Annex 7. Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work)
- JYSE/JIT Terms and Conditions for Processing of Personal Data and Description of Processing Operations

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

Date of contract:

Number of contract:

Number of annex:

General Terms and Conditions (JIT 2025 – General Terms and Conditions)

1 Scope of application

(1) These General Terms and Conditions of Public IT Procurement shall be observed in the procurement of IT products and services carried out by public contracting entities if they are referred to in the contract and to the extent that they have not in some respects been otherwise agreed upon in writing.

(2) Depending on the nature and scope of the procurement, one or more of the following special terms and conditions shall, as agreed upon in the contract, be observed as terms and conditions supplementing these General Terms and Conditions:

- Annex 1. Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (JIT 2025 – Client's Applications Open Source)
- Annex 2. Special Terms and Conditions for Client's Application Procurements under Software Terms Other than Open Source (JIT 2025 – Client's Applications Non Open)
- Annex 3. Special Terms and Conditions for Services (JIT 2025 – Services)
- Annex 4. Special Terms and Conditions for Consulting Services (JIT 2025 – Consulting)
- Annex 5. Special Terms and Conditions for Hardware Procurement (JIT 2025 – Hardware)
- Annex 6. Special Terms and Conditions for Services Delivered over Information Network (JIT 2025 – Services over Network)
- Annex 7. Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work)
- JYSE/JIT Terms and Conditions for the Processing of Personal Data and Description of Processing Operations. [The JYSE/JIT Terms and Conditions for the Processing of Personal Data and Description of Processing Operations](#) have been published separately.

In case of any conflict, the special terms and conditions shall take precedence over these General Terms and Conditions of Public IT Procurement with regard to their corresponding content.

2 Definitions

subcontractor	A third party participating on behalf of one of the contracting parties in the performance of contractual obligations referred to in the contract.
open source licence	<p>A licence whereby the reuse, redistribution and modification of software is permitted for all uses on the basis of a unilateral declaration by the right holder that may be subject to certain conditions, and where the source code of the software is made available to users indiscriminately.</p> <p>The software licence does not restrict who can utilise the rights granted under it.</p>
data description	<p>A description of the content, formatting, structure and metadata of the client's dataset.</p> <p>The data description is exhaustive, that is, it covers all of the client's stored datasets, and it may, without being limited by the supplier's intellectual property rights, be made publicly available without any charges payable to the right holder by the publisher or user of the description.</p>
in writing, written	<p>Communication taking place using letters, numerals or designs.</p> <p>The expressions also cover any information sent and stored in electronic format.</p>
rollout	All of the tasks and measures required to take the object of delivery into use.
sanction	A restrictive measure (sanction) imposed by the European Union or a sanction imposed by the United Nations.
service	The supplier's service which is the subject matter of the contract specified in the contract and any associated documentation.
contract	A contract concerning a product or service entered into between the contracting parties as well as its annexes, including the general and special terms and conditions of public IT procurement incorporated into the contract.

The parties to the contract are referred to as the 'supplier' and the 'client' as well as the 'contracting parties'.

dataset openness requirement

A requirement that the client's datasets must be available in a commonly used format and processable using information systems other than the object of delivery without any royalties, licence fees or other terms and conditions restricting processing.

The openness requirement remains in effect regardless of who processes the data.

client's material

The client's documents, written information, databases and software used in conjunction with or included in the delivery of a product or service, and other material which the client has handed over to the supplier for the provision of a product or service, as well as the client's datasets, their formatting, structure and metadata created when using the product or service.

The structure of datasets does not refer to the structure of data content in terms of storage technology; instead, it refers to the conceptual structuring and organisation of the content for the client's purposes. In terms of storage technology, the datasets can be stored in files, databases or other formats. In this definition, data content and data refer to both raw data and refined data.

object of delivery

The products and services which are the subject matter of the contract.

part of delivery

'Part of delivery' means a part of the object of delivery, for which a separate delivery schedule has been agreed and which is delivered to the client for separate acceptance.

change in delivery

An agreed addition, specification or removal concerning the agreed delivery scope or content of the object of delivery.

product

Hardware, accessory, software or other equivalent product which is the subject matter of the contract.

A product includes its associated documentation.

requirement

The functional and technical requirements, requirements related to performance, intended use and information security, as well as any other requirements set for the product or service in the contract..

3 Contact persons

(1) Both contracting parties shall designate a contact person whose task is to monitor and supervise the fulfilment of the contract and provide the contracting parties with information about matters related to the fulfilment of the contract. The contact persons shall not have the right to amend the contract. A contracting party shall notify the other contracting party's contact person immediately in writing of any replacement of contact person.

4 Subcontracting

(1) The contracting parties may subcontract their tasks within the scope of the contract. The contracting parties shall be responsible for the work of their subcontractors as if it was their own. The contracting parties shall also be responsible for their subcontractors complying for their part with the obligations set for the contracting parties.

(2) The supplier may only use subcontractors approved by the client to provide a service referred to in the contract. The client may not refuse approval without a justified reason.

(3) The supplier shall not have the right to replace a subcontractor designated in the procurement contract or a subcontractor participating in the fulfilment of material contractual obligations without the client's consent.

(4) If the provision of a service takes place in facilities that are under the direct control of the client and the supplier uses subcontractors to provide the service, the supplier shall notify the client, before the commencement of the provision of the service, of the names, contact details and legal representatives of the subcontractors if this information is not stated in the procurement contract. In addition, the supplier shall notify the client of any changes and additions concerning its subcontractors referred to in this clause.

(5) The supplier shall, where required by the client, be obligated to replace a subcontractor if the subcontractor becomes subject to a sanction or mandatory or discretionary exclusion grounds referred to in legislation concerning public procurement, even if the grounds arose or the sanction was imposed or the decision to freeze funds by a Finnish authority was made only after the commencement of the contractual relationship.

5 Subject matter of contract

(1) A product and service must comply with the contract, be suitable for the agreed intended use and function in the manner agreed. The supplier shall be responsible for the product and service fulfilling the requirements specified in the contract and any specifications agreed upon mutually in writing. If a specification is in conflict with a requirement, the specification shall take precedence.

(2) If a contracting party detects that a specification deviates from a requirement, the contracting party shall notify the other contracting party in writing of the deviation. The notification shall describe to which extent the requirements are not fulfilled. The procedure for any changes made to the requirements shall be in accordance with clause 9.

(3) At the time of delivery, the product and service shall be in compliance with the legislation and with the regulations of the authorities that are in force at the time of conclusion of the contract or that have been issued on or by that date and enter into force during the contract period. The client shall, however, be obligated to notify the supplier of any special legislation and regulations of the authorities that apply to the client and relate to the product or service. The client shall be responsible for the specifications conforming to the requirements set in the special legislation and regulations of the authorities referred to above.

(4) The product and service shall include the agreed final outcomes and the documentation, certificates, permits and other documents that are required for the direct use of the product or the utilisation of the service in accordance with the contract.

(5) Unless otherwise agreed in writing, the service as well as any training related to the product or service, and any user instructions related to their direct use or utilisation, shall be in Finnish. Technical documentation may be in either Finnish or English.

6 Infringement of intellectual property rights

(1) The supplier shall be responsible for the object of delivery, when used in accordance with the contract, not infringing any patent rights, copyrights or other intellectual property rights of a third party in the agreed country of delivery and use. Unless otherwise agreed in writing, the agreed country of delivery and use is Finland.

(2) The supplier shall be obligated to defend the client at the supplier's expense if a claim is presented against the client alleging that the object of delivery infringes the intellectual property rights of a third party in the agreed country of delivery and use, provided that the client without delay notifies the supplier in writing of the presented claim, allows the supplier to exercise the defendant's right to be heard and, at the supplier's request and expense, provides the supplier with all necessary information and assistance available as well as with the authorisations required. The supplier shall be responsible for paying to the third party any compensation imposed or agreed as payable by the supplier if the client has acted as described above. The client shall have the right to take any action necessary in order to respond to the claim until the supplier appoints a party satisfactory to the client to attend to the matter. The client may not refuse to accept the party appointed by the supplier without a justified reason.

(3) If the supplier justifiably deems or it has been found under judicial proceedings that the object of delivery infringes the intellectual property rights of a third party in the agreed country of delivery and use, the supplier shall have the right and obligation, at its own expense and discretion, either to (a) obtain for the client the right to continue the use of the object of delivery, (b) replace the object of delivery with an equivalent product or service which complies with the contract, or (c) modify the object of delivery so that it no longer infringes any rights, while still being in compliance with the contract. If none of the above-mentioned options is possible for a contracting party under reasonable terms, the contracting party shall have the right to cancel the contract with respect to the infringing part. The contract may be cancelled in full if, due to the infringement, the purpose of the contract remains essentially unfulfilled.

(4) However, the supplier shall not be liable for a claim which:

- a. is presented by a party which has control over the client or over which the client has control;
- b. is caused by a change made by the client to the object of delivery or by observing instructions issued by the client in writing;
- c. is caused by the use of the product together with a product or service not included in the delivery, and such a use has not been agreed upon between the contracting parties; or
- d. could have been avoided by using a released product or service which is equivalent to the object of delivery, is in compliance with the contract and was offered for the use of the client by the supplier at no separate charge.

(5) The supplier shall only be liable for any infringement of intellectual property rights to the extent agreed upon in clauses 6(1) and 6(2).

(6) The limitations of liability concerning damages as referred to in clause 11(1) shall not apply to any liabilities resulting from an infringement of intellectual property rights referred to above in clauses 6(1) and 6(2).

(7) An infringement of intellectual property rights associated with software licensed under an open source licence shall, instead of these General Terms and Conditions and any special terms and conditions, primarily be subject to the terms and conditions of the open source licence in question.

(8) An infringement of intellectual property rights associated with standard software shall, instead of these General Terms and Conditions and any special terms and conditions, primarily be subject to the terms and conditions of the standard software in question. The applicable terms and conditions of standard software shall be annexed to the contract. The General Terms and Conditions shall, however, apply if the holder of rights to the standard software is the supplier or a party which has control over the supplier or over which the supplier has control.

7 Price and price revisions

(1) The prices stated in the contract include the public charges imposed by the authorities, exclusive of value-added tax, that are in effect on the date of entry into force of the contract. In the event of any change to the amount of public charges or criteria for their collection, the prices stated in the contract shall be revised correspondingly.

(2) The prices are given in euros, and the invoicing currency is the euro.

(3) The supplier shall invoice value-added tax in accordance with the legislation in force at the time.

(4) If the client has, under the contract, a right to discounts based on procurement volumes, these discounts shall also apply to new versions and expansions of the product and service.

(5) If it has been agreed in the contract that price revisions are made on the basis of an index, the supplier shall have the right during the contract period to revise the service price to reflect the change in the index. The index applied is specified in

the contract between the contracting parties. The base number used shall be the first index number released after the entry into force of the contract. The change is examined on the basis of the most recent index number released at the time a price revision is proposed.

(6) If the use of an index has not been agreed upon in the contract, the supplier shall have the right to revise prices during the contract period if the following conditions are met:

- the price revision is based on general cost development regarding the object of delivery;
- the grounds for the price revision have arisen since the signing of the contract;
- the grounds for the price revision have an immediate effect on the price of a product or service covered by the contract; and
- the grounds for the price revision are not attributable to the supplier's own activities (excluding revisions based on general salary development).

(7) The supplier shall submit any proposal for a price revision in writing at least three (3) months before the price revision takes effect. The supplier shall provide the client with evidence of the development of the agreed index or, if the use of an index has not been agreed upon, appropriate and justified evidence of the general cost development of the service and the grounds for the price revision. A price revision may take effect at the earliest after 12 months from the commencement of the contract period or from the previous price revision made at the initiative of the supplier.

(8) The client shall have an equivalent right to propose a price revision during the contract period if the conditions mentioned in clause 7(5) or 7(6) are met. The client shall submit any proposal for a price revision in writing at least three (3) months before the price revision takes effect. The client shall provide evidence of the development of the agreed index or, if the use of an index has not been agreed upon, appropriate and justified evidence of cost development and the grounds for the price revision. A price revision may take effect at the earliest after 12 months from the commencement of the contract period or from the previous price revision made at the initiative of the client.

(9) In the absence of unanimity on a price revision, the client shall have the right to give notice to terminate the contract with regard to the product or service in question effective on a date selected by the client. The notice of termination shall

be given in writing before the new prices take effect. The client shall also have the right to terminate the contract with regard to any other products and services that, due to the above-mentioned termination, can no longer be used in their essential parts for the agreed purpose. If the client terminates the contract, the supplier shall be obligated to apply the non-revised prices for six months after the date of the termination notice.

(10) The price of the product or service shall include any travel and accommodation costs, per diem allowances and overtime pay, and these shall not be charged separately. Additionally, the supplier shall not be entitled to charge for travel time. If the supplier is entitled, under the contract, to charge for travel and accommodation costs and the parties have agreed upon travel in advance, the client shall compensate the supplier for reasonable travel and accommodation costs in accordance with the State Travel Regulations. The supplier shall not, however, charge for travel costs for journeys that are at most 30 kilometres from the supplier's unit where the person in question normally works. The supplier shall not charge for travel time for journeys of less than 30 kilometres, and the supplier shall charge half of travel time for journeys of more than 30 kilometres.

8 Terms of payment

(1) The supplier shall invoice the client using eInvoices compliant with the European standard. 'eInvoices compliant with the European standard' means electronic invoices referred to in the Act on Electronic Invoicing by Contracting Entities and Traders (241/2019).

(2) Payments shall be made based on invoices. Invoices shall fall due for payment after twenty-one (21) days of the sending of an invoice in accordance with the contract.

(3) The supplier shall have the right to invoice for agreed payments once the client has approved in writing the invoiced delivery or its part. The supplier shall, however, invoice for any recurring payments based on the agreed invoicing periods. Invoices shall include sufficient itemisation of the grounds for invoicing.

(4) If the client must pay an advance under the contract, the supplier shall, at the client's request before the payment of the advance, lodge for the client security approved by the client which is at least 15 per cent higher in value than the advance to be paid. The security shall remain valid for at least one month after the

end of the delivery period under the contract. If the delivery is delayed, the supplier shall extend the validity of the security. The supplier shall be responsible for all security-related costs.

(5) If the client fails to make a correctly invoiced payment on the due date at the latest, the supplier shall have the right to charge interest for late payment based on the Interest Act. Any interest shall be charged in accordance with the interest rate level stated in accordance with the Interest Act and in force during the period of delay.

(6) If a clear and undisputed payment is unjustifiably late by more than 30 days, the supplier shall have the right to discontinue the fulfilment of the obligations under the contract. The supplier shall notify the client of the discontinuation in writing at least 15 days prior to the discontinuation.

9 Changes in delivery

(1) All changes in delivery and their impacts on the delivery schedule or price shall be agreed upon in writing following a mutually agreed procedure.

(2) The client shall pay compensation for the changes in delivery if they result in additional work and costs for the supplier. This requires that paying compensation for changes in delivery has been agreed upon in advance in writing.

10 Force majeure

(1) A ground for release ('force majeure') is an unusual and relevant event that prevents the fulfilment of the contract and occurs after the entry into the contract, that the contracting parties had no reason to take into account when entering into the contract, that is beyond the control of the contracting parties and the consequences of which cannot be prevented without unreasonable additional costs or unreasonable waste of time. Such events may include war, rebellion, requisition or seizure by the authorities for a public need, import or export ban, natural disaster, interruption of public transport, public telecommunications or energy distribution, strike or other industrial dispute, fire or any other event beyond the control of the contracting parties that is as significant in terms of impacts and as unusual.

(2) If the performance of a contractual obligation is delayed due to such a force majeure event, the period within which the contractual obligation is to be performed shall be extended for as long as is deemed reasonable considering all of the circumstances affecting the case.

(3) The contracting parties shall immediately notify the other contracting party in writing of a force majeure event as well as of the end of a force majeure event.

(4) A force majeure event of a subcontractor of a contracting party shall also be regarded as a ground for release if the subcontracting cannot be sourced from elsewhere without unreasonable costs or essential waste of time.

(5) A contracting party may terminate the contract with immediate effect if the fulfilment of the contract due to the continuation of a verified force majeure event is delayed by more than 4 months.

11 Damages and limitation of liability

(1) The contracting parties shall have the right to receive damages for direct damage caused by a breach of contract by the other contracting party. The contracting parties shall not be liable for indirect damage.

(2) If a contracting party is obligated to pay a delay penalty, service level penalty or other contractual penalty or compensation, the contracting party shall, in addition, be obligated to pay damages for any amount of damage exceeding the delay penalties, service level penalties or other contractual penalties or compensations.

(3) The total amount of a contracting party's liability for damages under the contract vis-à-vis the other contracting party, inclusive of any delay penalties, service level penalties or other contractual penalties or compensations, shall be at most the total price of the object of delivery. If the object of delivery is a product or service invoiced for exclusively in recurring payments, the total amount of liability for damages, inclusive of any delay penalties, service level penalties or other contractual penalties or compensations, shall be at most the nominal price of the object of delivery for 12 months. The nominal price for 12 months shall be the invoicing for the object of delivery over the preceding 12 months or, if there is invoicing for less than 12 months, the actual average monthly amount charged multiplied by 12.

(4) A contracting party shall not be responsible for the destruction or disappearance of or changes in the other contracting party's information or files or the expenses arising from these, such as the costs incurred by the re-creation of the information and files. This clause shall not, however, apply if a contracting party has the obligation under the contract to back up or ensure the information security of the information and files of the other contracting party, and the contracting party has breached that obligation.

(5) The limitations of liability for damages under these terms and conditions shall not apply to cases where a contracting party has caused the damage intentionally or through gross negligence, has breached a non-disclosure obligation, or has infringed intellectual property rights, has copied or used a product in violation of law or the contract, or has breached export or transfer restrictions. In such cases, the injured party shall have the right to receive damages for indirect damage, too.

(6) If a contracting party has paid a data subject compensation for damage suffered as a result of an infringement of data protection legislation, this contracting party shall have the right, without prejudice to the agreed limitations of liability, under Article 82(5) of the EU General Data Protection Regulation (GDPR) to claim back from the other contracting party involved in the same processing the part of the compensation corresponding to its part of responsibility for the damage. A contracting party's responsibility for damage suffered by a data subject shall be determined by Article 82(4) of the GDPR or an equivalent provision in other data protection legislation.

12 Cancellation of contract and price reduction

(1) A contracting party may cancel the contract in full or in part in the following cases:

- i. The conditions for cancellation set out in clause 6(3) are fulfilled.
- ii. The other contracting party has materially breached its contractual obligations. Where the contractual breach can be rectified, the contracting party may cancel the contract only if the contracting party breaching the contract has failed to rectify its breach of contract within a reasonable period of time from the contracting party having notified in writing of the breach and its intention to cancel the contract.

(2) The following shall always be regarded as material breaches of contract:

- i. The object of delivery has, on the basis of errors detected in it or the waiting and repair periods relating to their rectification, been shown to be so poor in quality or erroneous that it cannot be used in full or in essential parts in its agreed use over a total of at least 30 days during the warranty period.
- ii. The supplier fails to fulfil the contract within the agreed time period and the non-fulfilment of the contract is caused by a reason for which the supplier is responsible, provided that the delay has lasted for more than one third of the agreed delivery time, subject to a minimum of 14 days, or, if the delivery time is longer than one year, more than 4 months. The client may always cancel the contract irrespective of these time limits if timely performance is essential for the client and the supplier has been aware of this.
- iii. A clear and undisputed payment of a significant amount is late by more than 45 days for reasons independent of the supplier or a force majeure event, and the supplier has notified the client of the delay and the threat of cancellation in writing at least 15 days prior to the cancellation.

(3) A cancellation shall be made in writing. If the client cancels the contract with regard to a product or service, the client shall have the right to cancel the contracts between the contracting parties simultaneously also with regard to other products and services concerning the same package of deliveries that the client is no longer able to make use of in essential parts due to the above-mentioned cancellation.

(4) If the client has the right to cancel the contract in full or in part, the client may, instead of cancellation, request a reasonable price reduction from the supplier. There shall, however, be no right to a price reduction to the extent that there is an error in the service on the basis of which the supplier is obligated to pay a contractual penalty to the client for failure to meet the agreed service level.

13 Termination of contract under special circumstances referred to in legislation

(1) The client shall have the right to terminate the contract with immediate effect if the supplier becomes subject to mandatory or discretionary exclusion grounds referred to in legislation concerning public procurement or to a sanction or a

decision to freeze funds made by a Finnish authority even if the grounds arose, the sanction was imposed or the decision to freeze funds was made only after the commencement of the contractual relationship.

(2) The client shall have the right to terminate the contract with immediate effect in full or in part if a material change has been made to the contract which under procurement legislation would have required a new procurement process.

(3) The client shall have the right to terminate the contract with immediate effect if the client proves that the contract should not have been concluded with the supplier because the Court of Justice of the European Union has, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, considered that the client has seriously breached obligations under the Treaties and procurement directives.

(4) If the client terminates the contract in accordance with this clause 13, the supplier shall have the right to receive full payment for the services provided or the products delivered prior to the date on which the contract terminates but no right to any other compensation due to the termination of the contract.

14 Notification obligation

(1) Both contracting parties shall, without delay, notify the other contracting party in writing of matters that are of material relevance to the fulfilment of the contract.

(2) The supplier undertakes, without delay upon having been informed of this, to notify the client if the supplier, a subcontractor used by it or the service becomes subject to a sanction or to a decision to freeze funds made by a Finnish authority.

(3) The supplier undertakes to notify the client without delay of any such changes in the ownership of the supplier that have a significant impact on the supplier's control. If a release has been published concerning a significant change referred to above, the supplier shall by means of this be deemed to have fulfilled its notification obligation towards the client referred to here.

15 Assignment of contract

(1) The client shall have the right to assign its rights and obligations arising from the contract to a third party to which the tasks performed by the client are or will be assigned in full or in part; however, taking into account the provisions of clause 16.1 on transfer of standard software. The supplier shall be notified of an assignment in writing in advance.

(2) Any other assignment of contract is only permitted under an agreement on assignment signed by both contracting parties. A contracting party may not refuse an assignment without reasonable cause.

16 Transfer of standard software

(1) The right to transfer standard software shall be determined on the basis of the contractual terms and conditions of the standard software in question. The supplier shall be obligated, within reasonable means available to it, to contribute towards making the transfer of the rights possible.

17 Data protection

(1) Both contracting parties shall ensure for their part that the activities under the contract comply with the legislation in force on data protection.

(2) If the supplier will process the client's personal data as a processor referred to in personal data legislation, the contracting parties shall agree separately in more detail on the terms and conditions relating to the processing of personal data.

18 Non-disclosure and processing of information

(1) Both contracting parties shall ensure for their part that the activities under the contract comply with the legislation in force on non-disclosure, the obligation to remain silent and the disclosure of non-disclosable information and the obligation not to benefit from non-disclosable information.

(2) The supplier shall comply with the instructions provided by the client in the processing and archiving of documents and information.

(3) The contracting parties shall not disclose any material received from each other which is marked or otherwise to be regarded as non-disclosable and shall not use the information for purposes other than purposes in accordance with the contract. Non-disclosable information is information in the form of a document or other information that is defined by law as non-disclosable and that a contracting party has notified as such information or that a contracting party knew or should have known to be included in such information. The supplier shall ensure that the client has, with regard to the activities under the contract, sufficient knowledge of whether the supplier's material contains trade secrets. The contracting parties shall ensure that all of their employees as well as subcontractors comply with this provision. This provision shall also remain valid after the termination of the contract.

(4) The non-disclosure obligation shall not apply to information a) that is publicly available or in the public domain or that a contracting party has obtained lawfully from a party other than the other contracting party without a non-disclosure obligation concerning it; b) the disclosure and use of which the discloser has explicitly approved; and/or c) that is disclosable under mandatory law, statute or binding order issued by a court of law.

(5) When the contract or assignment terminates or is cancelled, the contracting party shall return or, with the consent of the other contracting party, destroy the non-disclosable material of the other contracting party. No material may be destroyed if its retention is required by law or regulations of the authorities.

(6) A contracting party shall have the right to use the professional competence and experience it has gained in conjunction with the delivery.

(7) The supplier shall not have the right to use the contract or the client's name in marketing or as a reference without the client's written consent.

19 Information security and preparedness

(1) The supplier shall ensure that the hardware used in its services as well as its service provision facilities are appropriately protected against information security risks and that the procedures related to protection and backup are followed. The client shall take care of its own hardware and facilities in an equivalent manner. The supplier shall, in the manner agreed in the contract, assist the client in ensuring information security and service continuity.

- (2) The supplier shall ensure the appropriate protection of the information it processes against any unlawful or accidental disappearance or destruction.
- (3) The Supplier shall be obligated to ensure the processing of the client's datasets in accordance with the client's instructions.
- (4) The level of continuity management, preparedness and information security corresponding to the needs of the client's operating environment and activities is agreed upon in the contract. The supplier shall comply with the information security arrangements agreed by the contracting parties to ensure information security, continuity management and preparedness. Should the supplier detect and find that the measures agreed are insufficient, the supplier shall be obligated to notify the client of this without any undue delay.
- (5) The supplier shall, during the contract period, actively monitor developments relating to information security and provide the client with proposals for measures improving information security, ensuring continuity of operations and preparedness. The supplier shall assess in conjunction with service changes whether the changes affect the agreed level of information security and preparedness and, where necessary, shall propose measures. The client shall decide on the implementation of the proposals by means of a change management procedure.
- (6) The client may, at its own expense, apply for security clearance vetting to be conducted on the personnel providing the service if the conditions laid down in legislation are fulfilled or for equivalent security clearance vetting in the home state or the primary state of residence of such person. The supplier undertakes to contribute towards obtaining the consent required by law. The supplier undertakes to replace a person providing the service at the client's request if the security clearance vetting cannot be conducted or the person is, based on security clearance vetting conducted, unsuitable for the role.

20 Contractor's obligations and liability

- (1) Where special legislation concerning the contractor's obligations and liability when work is contracted out applies to the procurement, the supplier shall, at the agreed regular intervals during the contract period, provide the client with the documentation required under the legislation in question.

(2) If the service is performed by a posted worker in a contractual employment relationship with the supplier, the supplier shall provide the client with a certificate stating how the social security of the posted worker is determined. By way of derogation from the above-mentioned 12-month time limit, the certificate shall be provided without delay and in any case before the posted worker in question starts work

(3) The client shall have the right to terminate the contract with immediate effect if the supplier fails to provide the documentation and certificates referred to in clauses 20(1) and 20(2) within the time limit set or if the documentation or certificate shows that the supplier has failed to fulfil its statutory obligations. Prior to terminating the contract, the client shall point out the failure to the supplier in writing and notify of the threat of termination of contract unless the failure is rectified within the reasonable period of time set by the client.

(4) In situations referred to in this chapter, the supplier shall have the right to receive full payment for the products delivered and services provided by the time the termination of contract takes effect but shall have no right to receive any other compensation due to the termination of the contract.

(5) If an employee of the supplier or its subcontractor is a person referred to in section 3, subsection 2a of the Aliens Act (301/2004) and works at the client's premises or work site, the supplier shall be responsible for that employee having a residence permit for an employed person referred to in the Aliens Act or another document providing the right to work and right of residence.

21 Prohibited restrictions of competition

(1) In the event that the supplier is found under a final decision to have committed, during the competitive tendering resulting in the contract or at the time of entering into the contract, a prohibited restriction of competition referred to in section 5 of the Competition Act (948/2011) in a market relating to the service that is the subject matter of the contract, the supplier shall be obligated to pay the client a contractual penalty amounting to 20 per cent of the total value of the service provided and paid for, including interest, starting from the date of the request, and to compensate for damage exceeding the amount of the contractual penalty incurred by the client. In addition to these, the supplier shall compensate for costs arising from the examination of the matter and legal costs including interest.

(2) In the event that the supplier is granted full immunity under competition law from a penalty payment imposed due to a restriction of competition, the supplier shall not be required to pay the contractual penalty under this chapter.

(3) The terms under this chapter shall also remain valid after the termination of the contract.

22 Right to conduct audits

(1) The client shall have the right to conduct or have an independent third party conduct an audit which may cover the object of delivery and its compliance, the correctness of invoicing, the functionality of control and management systems, the processing and protection of the client's personal data, information security and the correctness of reporting. An audit may cover a period not exceeding the 12 months preceding the audit.

(2) The client shall be responsible for the direct costs arising from the audit. If a material error is detected in an audit, the supplier shall be responsible for the direct costs arising from the audit required to detect the error. No indirect costs shall be compensated. At most two audits per year may be conducted.

(3) The client shall notify its intention to conduct an audit or have one conducted to the supplier in writing two weeks in advance. At the same time, the client shall notify of the use of any third party for the audit. The supplier shall have the right not to accept the third party in question if the party is a competitor of the supplier concerning the activities audited. The third party conducting the audit may only use information concerning the supplier for audit purposes in the assignment in question. In addition, the third party in question shall be subject to the same non-disclosure obligations as the contracting parties.

(4) The auditor shall, prior to the commencement of an audit, where so required by the supplier, provide the supplier with a written non-disclosure commitment the content of which corresponds to the non-disclosure obligation between the contracting parties. A non-disclosure commitment required from a natural person may not, however, contain no-fault financial sanctions or a contractual penalty. The supplier shall be under no obligation to disclose or express any such information to the auditor the disclosure of which might jeopardise the information security of the supplier's other customers or to the disclosure of which the supplier is not entitled. However, the client shall always have the opportunity to audit the object of delivery to an appropriate extent.

23 Exportation

(1) The contracting parties undertake to comply with any export restrictions concerning the products and services.

24 Amendments to contract

(1) The contract may only be amended by an amending agreement signed by both contracting parties.

25 Settlement of disputes

(1) Any matters concerning the contract shall primarily be settled by means of mutual negotiations.

(2) If a dispute, controversy or claim cannot be settled by means of negotiations, it shall be settled by the general court of the defendant's place of registered office.

(3) If the contracting parties so agree, a matter may also be referred to an arbitral tribunal.

26 Applicable law

(1) The contract is governed by Finnish law but not, however, by provisions concerning international choice of law or by the UN Convention on Contracts for the International Sale of Goods (CISG).