

Annex 4. Special Terms and Conditions for Consulting Services (JIT 2025 – Consulting)¹

Version: 1.0

Published: 7 February 2025

Validity: until further notice

Instructions for use

The Special Terms and Conditions for Consulting Services (*JIT 2025 – Consulting*) are intended to be used in consulting services. They are not intended to be used for outstaffing. 'Outstaffing' means an arrangement where a person employed by the supplier works in the client's premises under the client's direction.

The object of procurement is specified and the operating procedures are agreed upon in the contract on a consulting service. The client will decide on the publicity of the outcomes of consulting during and after the consulting process. The client is bound by provisions including legislation on the openness of government activities and legislation on administrative activities.

In consulting services, the client and the supplier usually agree on an assignment generating a specific final outcome, such as a report or a plan, which is then reviewed by the client. However, these terms and conditions may also be used in a situation where the consulting covers consulting and advisory services for the client without generating a final outcome subject to a separate acceptance. In this case, there will be no final outcomes separately handed over and reviewed by the client. When procuring expert resources, such as the work of a software developer, it is recommended that *JIT 2025 – Special Terms and Conditions for Expert Work* be used.

In the contract on consulting services, special attention should be paid to the rights concerning the outcomes, as consulting assignments differ greatly from one another. Under these terms and conditions, the client will receive very extensive, open rights that permit the client to modify the outcomes of the work and also freely hand them over to third parties. This allows the re-utilisation of the outcomes

¹ This annex corresponds to pp. 80–87 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

of the work also for purposes other than those referred to in the procurement contract. On the other hand, the supplier, being the holder of the rights, will also have the opportunity to utilise the outcomes in its own activities.

Where necessary, the contracting parties must agree on the work methods, such as tools, security and data protection guidelines, and the use of new technologies, to be complied with in the consulting service.

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

It is not recommended that these terms and conditions be used in project-form application procurements where a specific agreed final outcome is procured from the supplier or in the procurement of IT expert work. For these, there are Annexes 1, 2 and 7.

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 Consulting Services (JIT 2025 – Consulting)

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1 Scope of application

(1) These Special Terms and Conditions for Consulting Services shall be observed when public contracting entities procure consulting services for a fixed term, until further notice or for the performance of a specific task if these Special Terms and Conditions have been referred to in the contract and to the extent that they have not in some respects been otherwise agreed upon in writing.

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

(3) A consulting service may be an assignment resulting in the final outcomes agreed in the contract. Consulting may also comprise consulting and advisory services for the client without generating a final outcome subject to a separate acceptance.

2 Definitions

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

handover The handover of the final outcome of the service to the client for review.

3 Consulting service provision

(1) The contract specifies the content of the consulting service, the outcomes to be handed over to the client and the schedule. The persons who provide the consulting service may also be designated in the contract.

(2) The supplier shall be responsible for the consulting service being provided in compliance with the contract, with care and with professional competence in compliance with good consulting practice.

(3) Unless otherwise agreed, the consulting service shall be provided using the supplier's work methods and processes, which the supplier may freely change if such changes do not cause any additional costs or delay for the client.

(4) In the consulting service, the supplier shall use persons who, by their qualifications and experience, are suitable for the task. The supplier shall be responsible for them being available to the client to the extent necessary for the task. If the persons who provide the consulting service have been designated in the contract, the supplier shall not be entitled to replace the persons designated in the contract during the contract period without the client's consent. If a person designated in the contract is not available for the provision of the consulting service in accordance with the contract for reasons beyond the supplier's control, the supplier shall be obligated to appoint a new person with equivalent qualifications and professional competence and who is accepted by the client. The client may not refuse its acceptance without a justified reason. The supplier shall not be entitled to charge any costs arising from the replacement of persons and their induction.

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

(6) The supplier shall be responsible for all of the persons providing the consulting service having committed themselves to non-disclosure under the contract. The use and possible working of the personnel providing the consulting service in the client's premises shall always be subject to the client's security and data protection guidelines as well as any general codes of conduct and any other reasonable guidelines and directions issued by the client. The client shall notify the supplier in advance of all such conduct-related obligations that are to be followed by the supplier's personnel.

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

(8) The supplier shall provide the client with information about progress made in the consulting service at the agreed intervals as specified in the contract. Unless otherwise agreed, the supplier shall provide the information at least once a month and in conjunction with the handover of the final report. If it has not been agreed that the consulting service is provided at a fixed price, the supplier shall also provide the information on the working hours used.

4 Client's obligations and responsibilities

(1) The client shall provide the supplier with sufficient and correct information for the consulting service in the agreed format and according to the agreed schedule.

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

5 Joint obligations

(1) Both contracting parties shall respectively reserve the work premises and tools required for the performance of the assignment.

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

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

6 Rights

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

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

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

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

7 Acceptance of work outcomes

(1) The supplier shall hand over the intermediate and final outcomes of the work as well as other agreed material to the client in accordance with the contract.

(2) Unless otherwise agreed by the client and the supplier, the client shall review the outcomes of the work and other material within 15 business days of the handover. The client shall notify the supplier in writing of any errors, deficiencies or other deviations from the contract it has identified within 15 business days of the

actual delivery date of the outcomes of the work. The time reserved for the review shall be extended by the time which the client reasonably requires in order to review and accept the error rectifications carried out by the supplier.

(3) Unless otherwise agreed by the client and the supplier, acceptance reviews in phased deliveries shall be performed in phases. The client shall review the interim phases of the work within seven (7) business days after the supplier has handed over an intermediate outcome of the work and notified in writing that the review process may be started. Acceptance of an interim phase shall not release the supplier from liability for errors detected in reviews of subsequent phases or prevent the client from referring to an error in an outcome of the work, provided that the error could not be reasonably detected in the interim review. Unless otherwise agreed, the acceptance of an interim phase is a precondition for the commencement of the following phase.

(4) The client shall be deemed to have accepted the outcome or intermediate outcome of the work if the client has not issued a written notification within the above-mentioned deadline of 15 business days or, with regard to phased deliveries, within the deadline of seven (7) business days. If the service does not include any handover of the outcomes of the work, the service shall be deemed as having been accepted if the client does not submit a written notification within 15 business days of the completion of the service.

(5) Any minor errors and deficiencies in the delivery shall not prevent the outcomes of the work from being accepted. However, the supplier shall be obligated, without any additional charge or undue delay, to rectify such errors and deficiencies, too.

(6) Each contracting party shall be responsible for its own costs arising from the performance of the acceptance review.

8 Delays

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

(2) If the delivery is delayed due to a reason for which the supplier is responsible, the supplier shall pay a contractual penalty to the client for every commencing period of seven (7) days by which the supplier exceeds the due date agreed for the delivery or its part under the contract. The penalty for each above-mentioned period shall be 0.5 per cent of the purchase price of the delayed object of delivery, subject to a maximum penalty of 7.5 per cent of the price in question, 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.

9 Validity and termination of contract

(1) The contract shall remain valid for the fixed period of time agreed upon in the contract and until all of the contractual obligations have been fulfilled. A contract may also remain valid until further notice.

(2) Unless otherwise agreed, a contract valid until further notice may be terminated by the client with a period of notice of 2 weeks and by the supplier with a period of notice of 6 months. Notice of termination shall be given in writing.