The General Terms and Conditions of Public IT Procurement (JIT 2025)

Public Sector ICT

MINISTRY
OF FINANCE

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Abstract

The General Terms and Conditions of Public IT Procurement (JIT 2025) are contract terms maintained by the Ministry of Finance. The terms and conditions take into account the requirements set out for contracts in the Act on Public Procurement and Concession Contracts, to the extent possible in general IT contract terms, and other legislation binding on public administration. The General Terms and Conditions of Public IT Procurement are intended to be used as standard contract terms in procurement contracts between contracting entities and suppliers and service providers. They can be used to supplement the terms of the procurement contract itself.

The General Terms and Conditions of Public IT Procurement include the general terms (JIT 2025 general terms) and the annexes containing seven special terms and conditions. The contract terms should always include the applicable special terms and conditions, in addition to JIT 2025 general terms. The special terms and conditions should not be used without the general terms. Similarly, the general terms cannot be used without the special terms and conditions applicable to the procurement.

If the supplier and its subcontractors process personal data contained in the client's personal data file, the contract must include the terms and conditions of personal data processing. The common JYSE/JIT terms and description of processing personal data can be used.

The General Terms and Conditions of Public IT Procurement are used extensively, which has contributed to service providers being aware of the terms and conditions that are applied in public IT procurement.

Julkisen hallinnon IT-hankintojen yleiset sopimusehdot (JIT 2025)

Tiivistelmä

Julkisen hallinnon IT-hankintojen yleiset sopimusehdot (JIT 2025) on) ovat valtiovarain-ministeriön ylläpitämiä sopimusehtoja. Ehdoissa on huomioitu hankintalain sopimuksille asettamat vaatimukset siinä määrin kuin se yleisissä IT-sopimusehdoissa on mahdollista sekä muuta julkista hallintoa sitovaa lainsäädäntöä. Julkisen hallinnon IT-sopimusehdot on tarkoitettu käytettäväksi hankintayksiköiden ja toimittajien välisissä hankintasopimuksissa vakiosopimusehtoina. Julkisen hallinnon IT-sopimusehdoilla voidaan täydentää varsinaisen hankintasopimuksen ehtoja.

Julkisen hallinnon IT-sopimusehdot sisältävät yleiset ehdot (JIT 2025 - Yleiset ehdot) sekä niiden lisäksi seitsemän erityisehtoa sisältävää liitettä. Sopimusehtoja on tarkoitettu käytettäväksi aina siten, että julkisen hallinnon IT-hankintojen yleisten sopimusehtojen (JIT 2025 - Yleiset ehdot) lisäksi käytetään soveltuvia erityisehtoja. Erityisehtoja ei ole tarkoitettu käytettäväksi ilman yleisiä sopimusehtoja, eikä myöskään voi käyttää yleisiä ehtoja ilman hankintaan soveltuvia erityisehtoja.

Mikäli toimittaja alihankkijoineen käsittelee tilaajan henkilörekisterissä olevia henkilötietoja, tulee sopimukseen liittää henkilötietojen käsittelyä koskevat ehdot. Tässä voidaan hyödyntää yhteisiä JIT/JYSE Henkilötietojen käsittelyn ehtoja sekä Henkilötietojen käsittelytoimien kuvausta.

Julkisen hallinnon IT-hankintojen yleiset sopimusehdot ovat laajasti käytössä. Sopimusehtojen laajan käytön on katsottu osaltaan johtaneen siihen, että julkisissa IT-hankinnoissa palvelujen tarjoajilla on yleisesti tiedossa ne ehdot, joita julkisten IT-hankintojen osalta sopimuksissa noudatetaan.

Allmänna avtalsvillkor för IT-upphandlingar inom den offentliga förvaltningen (JIT 2025)

Referat

Allmänna avtalsvillkor för IT-upphandlingar inom den offentliga förvaltningen (JIT 2025) är avtalsvillkor som förvaltas av finansministeriet. I villkoren har beaktats de krav som upphandlingslagen ställer på avtal, i den mån det är möjligt i de allmänna IT-avtalsvillkoren, samt övrig lagstiftning som är bindande för den offentliga förvaltningen. Avtalsvillkoren är avsedda att användas som standardavtalsvillkor i upphandlingsavtal mellan upphandlande enheter och leverantörer. Avtalsvillkoren kan komplettera villkoren i det egentliga upphandlingsavtalet.

Den offentliga förvaltningens IT-avtalsvillkor innehåller allmänna villkor (JIT 2025 - Allmänna villkor) och utöver dem sju bilagor med specialvillkor. Avsikten är att avtalsvillkoren alltid ska användas så att de allmänna avtalsvillkoren för IT-upphandlingar inom den offentliga förvaltningen (JIT 2025 - Allmänna villkor) används tillsammans med tillämpliga specialvillkor. Specialvillkoren är inte avsedda att användas utan de allmänna avtalsvillkoren, och de allmänna villkoren kan inte heller användas utan de specialvillkor som lämpar sig för upphandlingen.

Om leverantören och dess underleverantörer behandlar personuppgifter i beställarens personregister ska villkor för behandlingen av personuppgifter fogas till avtalet. Här kan man utnyttja de gemensamma JIT/JYSE-villkoren för behandling av personuppgifter och beskrivningen av behandling av personuppgifter.

De allmänna avtalsvillkoren för IT-upphandlingar inom den offentliga förvaltningen används i stor utsträckning. Detta anses ha bidragit till att tjänsteleverantörerna vid offentliga IT-upphandlingar generellt känner till de villkor som iakttas i avtalen vid offentliga IT-upphandlingar.

Contents

INTRODUCTION

The General Terms and Conditions of Public IT Procurement (JIT 2015) were prepared as part of the Public Administration Recommendations (JHS) system (JHS-166). The JHS system was abolished when the Act on Information Management Governance in Public Administration (634/2011) was repealed by the Act on Information Management in Public Administration (906/2019) on 1 January 2020.

On 8 March 2024, the Ministry of Finance appointed a working group with the objective of updating the terms and conditions of public sector IT procurement to bring them into line with the legislative basis in force, particularly from the perspective of the Act on Information Management in Public Administration, the General Data Protection Regulation (GDPR) and sanctions legislation. In addition, EU legislation and developments including the use of cloud computing services have resulted in aspects to be taken into consideration when updating the contract terms. The aim was also, where possible, to harmonise the terminology used in the JIT terms with the General Terms of Public Procurement (JYSE terms). The aim was not to re-open and rewrite the entire package of JIT terms.

The working group was appointed for a term from 11 March to 31 December 2024. The members of the working group represented public contracting entities and IT service providers. The working group's materials are available in a public service at https://vm.fi/en/projects-and-legislation (in Finnish and Swedish, code VM047:00/2024).

In line with its mandate, the working group reviewed the terms and conditions and updated them where the working group considered it necessary. The revised JIT 2025 terms constitute the General Terms and Conditions (JIT 2025) together with their special terms and conditions proposed by the working group and adopted by the Ministry of Finance. In addition to these, the General Terms and Conditions for the Processing of Personal Data and a related template for the description of personal data processing operations applicable both to JYSE and JIT terms are provided in annexes. The JIT 2025 terms and the personal data annexes can also be found in the Ministry of Finance resource library.

The General Terms of Public Procurement in Supply Contracts and Service Contracts (JYSE 2025 SUPPLIES and JYSE 2025 SERVICES) were also updated at the Ministry of Finance concurrently with the updating of the JIT terms. The need to make these contract terms consistent with each other was assessed in cooperation during the projects and the JYSE terms were taken into account, where necessary, in accordance with the working group's mandate. Links to both contract terms will be provided in the same place on the Ministry of Finance website.

Where possible, the JIT terms were also harmonised with contract terms commonly used by the private sector. The Ministry of Finance will assess the need to update the contract terms in the future, too.

The JIT terms may be used freely as required. A summary of the key changes is provided below.

Key changes

The General Terms and Conditions of Public IT Procurement (JIT 2025) include the general terms and conditions as well as seven annexes containing special terms and conditions. The working group proposed that the following documents included in the previous JIT 2015 terms be discontinued:

- JHS 166 recommendation text.
- Special Terms and Conditions for Projects Implemented Using Agile Methods (JIT 2015 – Agile Methods). The use of these terms and conditions has been found to be very limited, and it is proposed that they be replaced by new terms and conditions concerning expert work.
- Special Terms and Conditions for the Processing of Personal Data (JIT 2015 – Personal Data). It is proposed that these terms and conditions be replaced by a corresponding annex with terms and conditions applicable to both the JIT and the JYSE terms and by a description of personal data processing operations.
- Supporting material: Open interfaces in information system or service procurement. The supporting material has been found to be out of date, and more comprehensive guidelines are available from sources including Publication of the Ministry of Finance 2022:14.

The working group proposed that a new annex with special terms and conditions be added to the JIT 2025 terms:

- Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work). These special terms and conditions are intended to be used when procuring IT expert work, for example in the procurement of software developers or project managers for a project steered by the client.

Other key changes

1. JIT 2025 – General Terms and Conditions

The General Terms and Conditions have been made more specific across the board where necessary. New definitions of 'subcontractor' and 'sanction' have been added to the definitions. The definition of 'open source licence' has been amended to bring it into line with the definition provided in the Interoperable Europe Act.

The opportunity to agree upon index-based price revisions has been added to the chapter on price revisions. The indexes used must be agreed upon in the procurement contract.

A requirement concerning compliance with the European standard on eInvoicing has been added to the chapter on terms of payment. Under section 4 of the Act on Electronic Invoicing by Contracting Entities and Traders (241/2019), a contracting entity or trader has the right to receive, on request, an invoice from another contracting entity or trader as an electronic invoice. The definition of 'electronic invoice' is provided in section 2, subsection 1, paragraph 1 of the above-mentioned Act. The State will only receive eInvoices compliant with the European standard, and the practice is also widespread among other contracting entities.

It has been specified in more detail in the chapter on damages and limitation of liability how the notional 12-month price is calculated.

The client's right to also cancel any other contracts included in the same delivery package if the client is no longer able to make use of them in essential parts due to the cancellation of a contract included in the same package has been added to the terms of cancellation.

The supplier's notification obligation to the client has been expanded with regard to sanctions and significant changes in control.

Terms and conditions on non-disclosure, data protection and information security as well as preparedness have been made more specific, and data protection has been relocated to a separate chapter of its own.

In line with the JYSE terms, new chapters on 'Contractor's obligations and liability' and 'Prohibited restrictions of competition' have been added to the General Terms and Conditions. To date, the JIT terms have included no term on the contractor's obligations and liability. The obligations imposed on the supplier under the term include providing the client with the information required under legislation on the contractor's obligations and liability. It is also proposed that a term concerning prohibited restrictions of competition be included in the terms and conditions, by virtue of which a supplier committing a prohibited restriction of competition referred to in section 5 of the Competition Act (948/2011) would be obligated to pay a contractual penalty to the client. The term aims, among other things, to prevent the formation of bidding cartels.

In line with the JYSE terms, the client has been provided with the right to also terminate the contract if the supplier becomes subject to a sanction or to a decision to freeze funds made by Finnish authorities. If the supplier's subcontractor becomes subject to these, the subcontractor must be replaced upon the client's request.

2. Terms and Conditions for Client's Application Procurements (JIT 2025 – Client's Applications Open Source and JIT 2025 – Client's Applications Non Open)

The key proposed change to the open source code terms is that the terms concerning the open publication of an application are abandoned (the chapters 'Open publication of the application', 'Development model' and 'Maintenance of the application published'). In addition, the text concerning the licence used has been updated.

No material changes have been made to JIT 2025 – Client's Applications Non Open.

The terms have been made slightly more specific across the board. Special attention has been paid to replacement of project personnel.

3. JIT 2025 – Services

The chapters on the client's rights concerning the final outcomes of the service and on the assistance obligation have been specified further. In other regards, minor specifications have been made to the terms and conditions.

4. JIT 2025 – Hardware

A new chapter, 'Hardware characteristics', has been added to the terms and conditions. The contents are in line with JYSE 2025 – SUPPLIES. The previous chapters 'Changes' and 'Replacement hardware and changes' have been combined under chapter 11, 'Replacement hardware and changes'.

5. JIT 2025 – Consulting

It has been specified in the instructions for use section of these terms and conditions that the terms and conditions for consulting are intended to be used for consulting services. They are not intended for use in project-based procurement of applications or when procuring expert work in the IT sector. There are separate special terms and conditions for these purposes.

The chapter 'Transferring the client's material to the client' has been removed, since the terms and conditions for consulting are not intended to be used in the creation of information systems. Returning or destroying the client's material at the termination of contract has been taken into account in the 'Rights' chapter.

6. JIT 2025 – Services over Network

The terms and conditions have been modernised across the board and state more clearly that the terms and conditions are intended to be used in SaaS procurement.

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

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Published: 7 February 2025
Validity: until further notice

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.

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

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.

The software licence does not restrict who can utilise the rights granted under it.

data description A description of the content, formatting, structure and metadata of the client's dataset.

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.

in writing, written Communication taking place using letters, numerals or designs. The expressions also cover any information sent and stored in electronic format.

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).

Annex 1. Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (JIT 2025 – Client's Applications Open Source)

Version: 1.0
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Validity: until further notice

Instructions for use

The special terms and conditions concerning the client's application procurements comprise the Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (*JIT 2025 – Client's Applications Open Source*) and the Special Terms and Conditions for Client's Application Procurements under Software Terms Other than Open Source (*JIT 2025 – Client's Applications Non Open*). Before any application procurement, the client must always carefully select the most suitable special terms and conditions. In some cases, it may be appropriate to enable, in the invitation to tender, the submission of tenders based on different special terms and conditions.

In the special terms and conditions for the client's application procurements, 'client's application' means a program or its part produced specifically for the client, and expansions, modifications, additions (such as interfaces), configurations and parameterisations of standard software made by the supplier for the client. The delivery of the client's application may also include standard software if so explicitly agreed in the contract.

Under these terms and conditions, the client procures a client's application licensed under an open source licence. The use of an open source licence offers advantages, particularly in the following situations:

– When procuring an application for activities that are carried out in a similar or equivalent manner by several contracting entities.
– When procuring an application subject to special openness or transparency requirements.

– When procuring an application which is to be integrated with other systems, requiring cooperation between several parties. In such cases, it should also be considered whether the supplier should be required to develop the application in public in order to facilitate cooperation with other partners of the client. Any requirements concerning this must be specified in the contract.

When using the special terms and conditions for open source licences, it may be necessary to consider in some situations whether a part of the client's application should be procured under terms and conditions other than those of an open source licence. Correspondingly, it may be necessary to indicate in the invitation to tender to what extent standard software, to which its own licence terms are applied, is permitted. Examples of special reasons for procuring the client's application under terms and conditions other than those of an open source licence include situations where it becomes apparent during the preparation phase of the procurement that acceptable tenders involving an open source licence cannot be received.

These Special Terms and Conditions must not be applied to those parts of a total delivery that have been indicated in the contract to include software other than open source software. Such parts must be specified in the contract, and a reference must be made in that regard to the Special Terms and Conditions for Client's Application Procurements under Software Terms Other than Open Source or, with regard to standard software, to the licence terms of that standard software.

These terms and conditions are mainly for the client's application procurements implemented following what is known as the waterfall model. When procuring IT expert work, such as when procuring software developers or managers for a project led by the client by itself, the Special Terms and Conditions for Procurement of Expert Work (*JIT 2025 – Expert Work*) should be used.

The client's application must fulfil the requirements and the specifications concerning implementation set out in the contract. The contracting parties should pay attention to ensuring that the specifications fulfil the requirements. If it becomes apparent in the specification phase that a requirement will not be fulfilled or that it will not be, for example, expedient to implement it, the supplier must notify the client of this and the matter must be handled through the change management procedure.

A client often procures an application so that it is built on standard software which is parameterised or supplemented to meet the client's requirements. The object of delivery, which consists of the client's application and any standard software possibly included in the delivery, must be specified in the contract. Attention should also be paid to the following:

- The contracting parties should draw up and maintain a project plan on the agreed more detailed delivery phases and schedules, organisation of the project, shared work methods and other necessary aspects.
- The testing and acceptance procedures apply to the entire object of delivery, including any related standard software.
- The special terms and conditions for application procurements include provisions on the testing and acceptance procedure. However, it may be necessary to agree upon the testing and acceptance process in more detail in the contract. Documentation constitutes an integral part of the product or service. This means that documentation also needs to be inspected in connection with testing.
- If the delivery includes standard software programs, these must be itemised in the contract. Unless otherwise agreed, operating systems and database management programs may be standard software licensed under terms and conditions other than those of open source software, but standard software must otherwise be licensed under open source software terms. Rights of use to standard software are primarily determined based on software-specific licence terms and conditions.
- The scope of the rights of use to standard software must conform to the requirements stated by the client in its invitation to tender.
- If the subject matter of the contract is software critical to the client, it is advisable to prepare for the end of software maintenance or any discontinuation of the operations of the software supplier. The source code and associated document material related to software important to the client may be stored in the possession of an independent provider of a source code storage service (escrow agent) by entering into a separate source code storage agreement. The provider of the source code storage service will store the material and, in the event of problems, release the source code under the terms and conditions agreed in the storage agreement. It should be noted that the source code of third-party standard software cannot usually be obtained or stored even by escrow agents. In these situations, the source code can principally be stored solely for that part of the solution the source code of which is held by the supplier and the source code of which it is entitled to hand over.

Software is developed in source code form and, for the purposes of code management, the source code is maintained in a version control system. If the client requires the source code to be released in a public version control system after development, this must be agreed upon in an agreement between the contracting parties.

There are a number of open source software licences. The definition of 'open source' and a list of associated licences are available at http://www.opensource.org/. The EUPL 1.2 licence is available at http://joinup.ec.europa.eu/software/ page/eupl/ licence-eupl.

As a rule, there should be no restrictions concerning licences used so that as many different technologies as possible can be offered (or suitable components can be selected during the project). If the contracting entity has a justifiable reason to require a specific open source licence from the supplier, the licence should be defined in the invitation to tender and a corresponding provision should then be included in the contract. Such a reason could, in certain situations, be the use of specific open source code software by the contracting entity, for example. Usually, compatible licences should also be permitted. In some cases, the client may want to use several licences – a dual licence – in its relicensing.

In the application procurement phase, special attention must be paid to the prevention of vendor lock-in by, in particular, preparing for phaseout from the system during or at the end of the system life cycle and for the costs resulting from this. Under these terms and conditions, the supplier has the obligation to design the object of delivery so that data detachment is reasonably possible. Any costs arising from phaseout from an application should already be taken into account in the tender comparison phase when procuring the application in question.

For the procurement of a client's application, a procurement contract must always be entered into. These Special Terms and Conditions are annexed to the procurement contract together with JIT 2025 General Terms and Conditions. With regard to the order of interpretation, these Special Terms and Conditions take precedence over the General Terms and Conditions. Where deviations with respect to the special and general terms and conditions are necessary, provisions on such deviations must be included in the procurement contract.

The client is encouraged to ensure that the application contains open interfaces. Requirements concerning the use of open interfaces should preferably be defined in the invitation to tender. Supporting material for the use of open interfaces can be found from sources including the Public Administration API Principles (see

https://www.avoindata.fi/en/api-principles https://www.avoindata.fi/en/api-principles) and the Information Management Board recommendation concerning technical interfaces and viewing access (see (in Finnish and Swedish) https://vm.fi/tiedonhallintalautakunta).

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 Client's Application Procurements under Open Source Software Terms (JIT 2025 – Client's Applications Open Source)

Contents

1   Scope of application

(1) These Special Terms and Conditions shall be observed in the client's application procurements based on assignments by public contracting entities carried out for the client's needs and according to the client's requirements 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.

platform software
Generally available operating systems and database management software.

application to be published
The program code included in the material to be delivered, and its documentation, but excluding client-specific software installation and configuration information, and platform software and its program code and documentation.

public version control system
A service open to the public where the software source code, together with other material associated with software development, can be maintained in an expedient manner for software development purposes.

development environment
The technical platform required for the development of the client's application under the contract, such as hardware, software and data connections, and the required user licences and their maintenance.

operating environment
The technical platform (servers, system software, data connections, etc.) on which the object of delivery is installed for testing or production use.

handover The handover of the object of delivery to the client for acceptance testing.

A part of delivery can also be handed over for acceptance testing.

specifications The technical and functional characteristics defined by the contracting parties for the object of delivery on the basis of the requirements on which the contracting parties have agreed or will agree in writing.

client's application
Software or its part created for the client, expansions and additions (such as interfaces) to standard software made by the supplier for the client, configurations, parameterisation and any other possible programs delivered by the supplier as part of rollout, excluding standard software.

The client's application also includes its documentation.

material to be delivered

'Material to be delivered' means the material, such as program code, documentation, configuration information, instructions and other material, which the supplier delivers to the client in order to fulfil the contract.

With regard to program code, material to be delivered includes both source code and executable code.

standard software

Software or its part developed and marketed by the supplier or a third party and specified as standard software in the contract, together with its documentation.

Standard software may be open source software. Standard software or its documentation does not constitute the client's application.

error   The object of delivery does not fulfil the agreed requirements and specifications or does not function in accordance with them.

compatible licence

A licence the terms and conditions of which are not in conflict with another open source software licence in a situation where the same package is licensed at the same time under both another licence and the compatible licence or, if the method of combining different parts of the whole enables separate licensing terms for different parts, 'compatible licence' means any open source software licence.

3   Delivery

(1) The object of delivery and the client's application are specified in the contract. If the object of delivery includes standard software, such software and any special terms and conditions applicable to it shall be stated in the contract.

(2) Unless otherwise agreed, the delivery includes the design, specification, implementation, testing and rollout of the client's application. In addition, the delivery may include other work, such as that associated with data conversion and personnel training if this has been agreed upon in the contract, and the delivery of any agreed standard software and ensuring its interoperability.

(3) The delivery phases, delivery schedule and resources required shall be agreed upon in the contract.

(4) The support, maintenance and further development of the object of delivery shall be agreed upon separately.

4   Testing and acceptance of delivery

(1) The supplier shall perform the supplier's tests agreed in the contract for the object of delivery or its part before the supplier hands over the object of delivery or its part to the client for intermediate testing or acceptance testing. Unless otherwise agreed, the supplier shall perform the tests in accordance with its practices using the material supplied by the client in advance. The accepted performance of the supplier's testing is an absolute prerequisite for the supplier being able to hand over the object of delivery or its part to the client for acceptance testing. The supplier's testing shall be deemed as having been performed acceptably when the object of delivery meets the agreed handover criteria. The supplier's testing shall be deemed as having been performed acceptably when the tests performed by the supplier no longer reveal any errors which the client might justifiably regard as preventing acceptance testing from being performed. The supplier shall notify the client when the object of delivery or its part is ready for the client's acceptance testing and provide the client with a report on the testing performed and its results.

(2) Unless otherwise agreed on the matter, the client shall, at its own expense, bring the operating environment required in testing into compliance with the contract. The supplier shall hand over the object of delivery for acceptance testing so that it is installed in the operating environment in accordance with the contract according to the delivery schedule. The supplier shall provide the client with user instructions for the client's acceptance testing as well as the documentation concerning the object of delivery. The supplier shall also provide the client's representatives with the agreed training for the performance of the tasks in question.

(3) The client shall perform the acceptance testing. The client shall provide an acceptance testing plan for the supplier in advance for comments. The acceptance testing plan shall not, however, be binding. Instead, the client shall have the right, without being limited by the plan, to perform all tests it deems necessary. Unless otherwise agreed, the client shall have 30 days to perform the client's acceptance testing, starting from the date on which the supplier has notified in writing that the object of delivery or its agreed part is ready for acceptance testing and has handed over the object of delivery for testing in accordance with clause 4(2). The supplier may not hand over the object of delivery or its part to the client for acceptance

testing before the mutually agreed date unless the client gives its explicit written consent to this. The contracting parties may agree that the supplier assists the client in acceptance testing.

(4) Unless otherwise agreed, the client shall test the agreed interim phases within 7 business days after the supplier has notified in writing that testing may be started. Acceptance of an interim phase shall not release the supplier from liability concerning errors which are revealed during later testing phases and which could not be and cannot be reasonably expected to have been detected during inspections at interim phases. Unless otherwise agreed on the matter, the acceptance of an interim phase is a precondition for the commencement of the next phase.

(5) The supplier shall rectify any error detected during acceptance testing without undue delay. The time reserved for acceptance testing shall be extended by the time the supplier needs to rectify the error and the client reasonably needs for the testing and acceptance of the rectifications of error. The supplier shall hand over the object of delivery, the errors of which have been rectified, for the client's acceptance testing at the new time agreed with the supplier. If an error detected in the object of delivery in acceptance testing is caused by standard software included in the delivery, the supplier shall rectify the error caused by the standard software or have the error caused by the standard software rectified at its own expense and within its capabilities. The contracting parties may also agree that the supplier will work around the error at its own expense. If creating a workaround is not reasonably possible through generally available means, the parties may agree upon additional work to work around the error, or the client shall be entitled to a price reduction. If the error is so material that, due to the error, the purpose of the contract remains materially unfulfilled, the client shall have the right to cancel the contract, unless the error concerns standard software required by the client.

(6) The client shall notify the supplier in writing of any errors detected by the client in the application without delay and in any event no later than within 3 business days after the time reserved for the client's acceptance testing has ended.

(7) The object of delivery or its part shall be deemed accepted if the client has not given any notification of errors within the time stated in clause 4(6) or if the client takes the object of delivery or its part into production use.

(8) Acceptance shall not be prevented by minor errors that do not prevent the object of delivery from being used in the agreed intended use or prevent its operation. The supplier shall, however, be obligated to rectify also such errors and deficiencies free of charge and without undue delay.

(9) With regard to fixed-price deliveries, both contracting parties shall be responsible for their own costs associated with the performance of acceptance testing. With regard to deliveries priced on the basis of working hours, the client shall, however, compensate the supplier for its work performed in relation to acceptance testing so that the supplier is responsible for its own costs associated with any re-testing performed due to the rectification of any errors.

(10) Unless otherwise agreed, the delivery shall be deemed to have taken place when the object of delivery has been accepted and the supplier has fulfilled all of its obligations under the contract related to the rollout of the product or the final outcome of the service.

5 Project organisation and implementation

(1) The contracting parties shall set up a project and a project steering group for the fulfilment of the contract and for cooperation between the parties. Both contracting parties shall appoint their representatives to the steering group, which shall supervise the implementation of the project as a cooperation organisation of the contracting parties. The tasks and decision-making powers of the steering group shall be specified in the contract, and the group shall meet upon the request of a contracting party as necessary and at a minimum after each delivery phase. Minutes shall be kept of the meetings of the steering group. The steering group may not amend the contract.

(2) The supplier shall appoint a project manager whose task is to report on the status and progress of the project to the project steering group. The other tasks shall be specified in the contract. Both contracting parties shall designate a contact person whose task is to monitor and supervise the fulfilment of the contract and to communicate matters related to the fulfilment of the contract within their organisation and to the other contracting party. Unless otherwise agreed, the supplier's project manager shall be the supplier's contact person. Each contracting party shall notify the other contracting party in good time of any replacement of their contact person.

(3) The contracting parties shall designate the required human resources for the project. Designated key persons may be agreed upon in the contract.

(4) The contracting parties shall respectively reserve the necessary work premises and equipment for the project.

(5) A contracting party shall contribute to the implementation of the project in contexts that can be controlled or managed by the contracting party. Both contracting parties shall make the decisions required to implement the project without delay.

(6) Unless otherwise agreed, the supplier shall produce the client's application and perform other tasks belonging to the project using the supplier's work methods.

(7) The contracting party responsible for the development environment shall be responsible during the project for the backup copies belonging to the subject matter of the contract and concerning the object of delivery and for verifying that they are functional.

(8) The delivery project shall end once the object of delivery has been accepted and taken into use.

6   Supplier's resources

(1) The supplier shall ensure for its part that a sufficient number of persons will be available for the delivery.

(2) The supplier shall not replace the key persons designated in the contract without the client's permission for reasons other than those beyond the control of the supplier. The client may not, without a justified reason, refuse its permission for such replacements. The supplier shall always notify the client in advance in writing of any replacement of key persons and shall without delay designate a new person in place of the person to be replaced.

(3) Upon the justified request of the client, the supplier shall replace an individual it has designated for the project without any undue delay.

(4) The new person shall fulfil the agreed requirements in terms of competence.

(5) If a person is replaced for a reason attributable to the supplier, the supplier shall be responsible for providing the new person with the required training and induction at its own expense.

7 Warranty

(1) During the warranty period, the supplier shall, free of charge and without any undue delay, rectify any errors detected in the object of delivery. Rectification shall also include making changes corresponding to the rectification in the documentation.

(2) Unless otherwise agreed, the warranty period shall be 6 months starting from the acceptance of the client's application. If the client's application is accepted in phases, the warranty period for previously accepted phases shall not, however, expire until 6 months have passed from the acceptance of the client's application as a whole.

(3) The client shall have the right to require that, before the payment of the final instalment, the supplier lodges for the client security accepted by the client regarding the fulfilment of the warranty obligations. The security shall be 15 per cent of the total price of the contract inclusive of value added tax, and it shall remain valid for at least 3 months after the warranty period under the contract. In case of a delay in the fulfilment of warranty obligations, the supplier shall extend the period of validity of the security. The supplier shall be responsible for all security-related costs.

(4) With regard to standard software, the warranty terms of the standard software in question shall be applied to the warranty.

(5) If an error detected in the object of delivery during the warranty period is caused by standard software, the supplier shall rectify the error or have the error rectified at its own expense and within its capabilities. Version changes of standard software shall not be regarded as errors referred to above. If it is not reasonably possible to rectify an error or have an error rectified, the supplier shall work around the error at its own expense. If creating a workaround is not reasonably possible through generally available means, the parties may agree upon additional work to work around the error, or the client shall be entitled to a price reduction. If the error is so material that, due to the error, the purpose of the contract remains materially unfulfilled, the client shall have the right to cancel the contract, unless the error concerns standard software required by the client.

(6) The warranty becomes invalid to the extent the client modifies the client's application or the specified application environment without agreeing on it in writing with the supplier, or the client's application is used for purposes other than its intended use or in violation of instructions concerning its use, or the error is caused by some other reason attributable to the client.

8 Rights

(1) 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 have the right to process the client's material solely for purposes pertaining to the fulfilment of the contract. When exercising these rights, the supplier shall ensure that the client's non-disclosable information is not disclosed.

(2) Unless otherwise agreed, copyright and intellectual property rights to the client's application and the associated documentation, the client's material excluded, shall belong to the supplier or a third party.

(3) The supplier shall grant the client the right to use the material to be delivered to the client without additional charges under the terms and conditions of open source code software. If the client and supplier have not agreed on the open source licence used, the EUPL 1.2 licence shall be used. If several open source licences are applied to the material to be delivered, all licences must be mutually compatible.

(4) The supplier assures that the client may utilise the above-mentioned rights without being limited by any trade or professional secrets of the supplier or a third party.

(5) The supplier and the client shall be entitled, without consulting the other party, to utilise the client's application and any material and know-how they have generated in conjunction with the contract. This contract shall not remove the client's obligation to take any export restrictions into account.

(6) The supplier shall hand over the material to be delivered to the client.

(7) The supplier shall ensure that each and every licence in the material to be delivered is compatible with other licences in the material to be delivered and with any licence requirement specified by the client in the contract. The client undertakes to comply with the open source licence terms applicable to the material it has received.

(8) The supplier's liability for errors towards the client shall be determined based on the agreed intended use and scope of use, and nothing agreed regarding the client's rights in this clause 8 of these Special Terms and Conditions shall increase the supplier's liability for errors.

(9) Regardless of the open source code licence selected by the supplier, the supplier shall be responsible towards the client for any part of delivery it has made itself or contracted to its subcontractor as set out in clauses 6(2) to 6(7) of *JIT 2025 – General Terms and Conditions*.

(10) The delivery may include platform software if this and the related terms and conditions are specified in the contract or have been subsequently accepted by the client. The provisions of clause 8(3) shall not apply to platform software to which related standard software terms and conditions apply. The supplier shall not be liable towards the client for any infringement of intellectual property rights associated with third-party platform software, except to the extent the third party in question has undertaken to commit to the same towards the supplier under the standard terms and conditions of the platform software.

9 Supplier's obligations

(1) The supplier shall be responsible for the client's application and the associated documentation being in compliance with the contract and for the work being carried out with the professional competence required by the task and in line with good technical practice and a high quality level.

(2) If the supplier detects a conflict between the requirements and the specifications made by the supplier, the supplier shall notify the client of this and propose that the requirements be specified further or amended. If the client does not accept the further specification or amendment of the requirements, the supplier shall amend the specifications made by it so that they conform to the requirements.

(3) If so requested by the client, the supplier shall cooperate and negotiate with any other suppliers and consultants used by the client. Unless otherwise agreed, the supplier shall be entitled to charge for such additional work. The supplier shall, however, notify in advance of any additional work resulting from this.

(4) The supplier shall define and design the object of delivery so that the client will be able to migrate, utilising automated systems as specified by the supplier, all of the client's material stored by the application into a format complying with the dataset openness requirement.

(5) The documentation of the object of delivery shall include a data description. Unless otherwise agreed, the supplier shall not be entitled to charge separately for the delivery of the data description.

10 Client's obligations

(1) In addition to the client's tasks agreed in the contract, the client shall provide the supplier with the information which the supplier requires in order to carry out its task and which can be disclosed to the supplier. The client shall be responsible for the information, instructions and orders it has issued to the supplier.

(2) The client shall be responsible for its part for carrying out the tasks agreed upon in the contract within the agreed schedule.

11 Maintenance

(1) The supplier shall provide support and maintenance services for the object of delivery as agreed separately. The supplier undertakes to provide these support and maintenance services for the duration of at least one year, starting from the acceptance of the client's application.

12 Storage of source code of standard software

(1) If the client so requires, the supplier shall seek to contribute to ensuring that the source code of the standard software included in the object of delivery, together with any modifications and additions made to it for the client, is stored in the possession of an impartial provider of a source code storage service (escrow agent) so that the client obtains the source code and the rights to use it in case:

   i.   the holder of the rights to the standard software is declared bankrupt or placed into liquidation or
   ii. maintenance is not available for the object of delivery from the supplier, from the right holder of the standard software in question

or from any third party under terms and conditions substantially equivalent to those agreed upon by the supplier and client concerning maintenance.

13   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, however. The amount of damage caused by the delay shall not affect the amount of the penalty. A delay in the delivery of documents and information preventing the use of the object of delivery shall be equated with a delay in the delivery of the product or service.

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

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)

Version: 1.0
Published: 7 February 2025
Validity: until further notice

Instructions for use

The special terms and conditions concerning the client's application procurements comprise the Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (*JIT 2025 – Client's Applications Open Source*) and the Special Terms and Conditions for Client's Application Procurements under Software Terms Other than Open Source (*JIT 2025 – Client's Applications Non Open*). Before any application procurement, the client must always carefully select the most suitable special terms and conditions. In some cases, it may be appropriate to enable, in the invitation to tender, the submission of tenders based on different special terms and conditions.

In the special terms and conditions for the client's application procurements, 'client's application' means a program or its part produced specifically for the client, and expansions, modifications, additions (such as interfaces), configurations and parameterisations of standard software made by the supplier for the client. The delivery of the client's application may also include standard software if so explicitly agreed in the contract.

These terms and conditions are intended to be used in the procurement of the client's applications in cases where the client does not require that the client's application to be licensed under the terms and conditions of open source code. These terms and conditions result in the supplier providing the client with a non-open but otherwise extensive licence to the client's application. **When the client requires open source code rights, the Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms (*JIT 2025 – Client's Applications Open Source*) must be used instead.**

These terms and conditions further specify the client's rights of use so that the client may use the client's application not only in its own activities but also in other activities agreed upon separately. The specification is necessary in contexts such as when the client procures an application for the use of other organisations in public administration in the role of, for example, a service centre. The intended use must be described clearly in the contract.

These terms and conditions are mainly suitable for the client's application procurements implemented following what is known as the waterfall model. When procuring IT expert work, such as when procuring software developers or managers for a project led by the client itself, the Special Terms and Conditions for Procurement of Expert Work (*JIT 2025 – Expert Work*) should be used.

The client's application must fulfil the requirements and the specifications concerning implementation set out in the contract. The contracting parties should pay attention to ensuring that the specifications fulfil the requirements. If it becomes apparent in the specification phase that a requirement will not be fulfilled or that it will not be, for example, expedient to implement it, the supplier must notify the client of this and the matter must be handled through the change management procedure.

A client often procures an application so that it is built on standard software which is parameterised or supplemented to meet the client's requirements. The object of delivery, which consists of the client's application and any standard software possibly included in the delivery, must be specified in the contract. Attention should also be paid to the following:

- The contracting parties should draw up and maintain a project plan on the agreed more detailed delivery phases and schedules, organisation of the project, shared work methods and other necessary aspects.
- The testing and acceptance procedures should apply to the entire object of delivery, including any related standard software.
- The special terms and conditions for application procurements include provisions on the testing and acceptance procedure. However, it may be necessary to agree upon the testing and acceptance process in more detail in the contract. Documentation constitutes an integral part of the product or service. This means that documentation also needs to be inspected in connection with testing.
- If the delivery includes standard software programs, they must be itemised in the contract. Rights of use to standard software are primarily determined based on software-specific licence terms and conditions.

- The scope of the rights of use to standard software must conform to the requirements stated by the client in its invitation to tender.
- If the subject matter of the contract is software critical to the client, it is advisable to prepare for the end of software maintenance or any discontinuation of the operations of the software supplier. The source code and associated document material related to software important to the client may be stored in the possession of an independent provider of a source code storage service (escrow agent) by entering into a separate source code storage agreement. The provider of the source code storage service will store the material and, in case of problems, release the source code under the terms and conditions agreed in the storage agreement. It should be noted that the source code of third-party standard software cannot usually be obtained or stored even by escrow agents. In these situations, the source code can principally be stored solely for that part of the solution the source code of which is held by the supplier and the source code of which it is entitled to hand over.

In the application procurement phase, special attention must be paid to the prevention of vendor lock-in by, in particular, preparing for phaseout from the system during or at the end of the system life cycle and for the costs resulting from this. Any costs arising from phaseout from the application should already be taken into account in the tender comparison phase when procuring the application in question.

The client is encouraged to ensure that the application contains open interfaces. Requirements concerning the use of open interfaces should preferably be defined in the invitation to tender. Supporting material for the use of open interfaces can be found from sources including the Public Administration API Principles (see https://www.avoindata.fi/en/api-principles https://www.avoindata.fi/en/api-principles) and the Information Management Board recommendation concerning technical interfaces and viewing access (see (in Finnish and Swedish) https://vm.fi/tiedonhallintalautakunta).

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 the Procurement of Client's Application under Software Terms Other than Open Source (JIT 2025 – Client's Applications Non Open)

Contents

1   Scope of application

(1) The Special Terms for Client's Application Procurements under Software Terms Other than Open Source shall be observed in the client's application procurements based on assignments 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.

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.

development environment

The technical platform required for the development of the client's application under the contract, such as hardware, software and data connections, and the required user licences and their maintenance.

operating environment

The technical platform (servers, system software, data connections, etc.) on which the object of delivery is installed for testing or production use.

handover The handover of the object of delivery to the client for acceptance testing.

A part of delivery can also be handed over for acceptance testing.

specifications The technical and functional characteristics defined by the contracting parties for the object of delivery on the basis of the requirements on which the contracting parties have agreed or will agree in writing.

client's application

Software or its part created for the client, expansions and additions (such as interfaces) to standard software made by the supplier for the client, configurations, parameterisation and any other possible programs delivered by the supplier as part of rollout, excluding standard software.

The client's application also includes its documentation.

standard software

Software or its part developed and marketed by the supplier or a third party and specified as standard software in the contract, together with its documentation.

Standard software may be open source software. Standard software or its documentation does not constitute the client's application(s).

error The object of delivery does not fulfil the agreed requirements and specifications or does not function in accordance with them.

3   Delivery

(1) The object of delivery and the client's application are specified in the contract. If the object of delivery includes standard software, such software and any special terms and conditions applicable to it shall be stated in the contract.

(2) Unless otherwise agreed, the delivery includes the design, specification, implementation, testing and rollout of the client's application. In addition, the delivery may include other work, such as that associated with data conversion and personnel training if this has been agreed upon in the contract, and the delivery of any agreed standard software and ensuring its interoperability.

(3) The delivery phases, delivery schedule and resources required shall be agreed upon in the contract.

(4) The support, maintenance and further development of the object of delivery shall be agreed upon separately.

4   Testing and acceptance of delivery

(1) The supplier shall perform the supplier's tests agreed in the contract for the object of delivery or its part before the supplier hands over the object of delivery or its part to the client for intermediate testing or acceptance testing. Unless otherwise agreed, the supplier shall perform the tests in accordance with its practices using the material supplied by the client in advance. The accepted performance of the supplier's testing is an absolute prerequisite for the supplier being able to hand over the object of delivery or its part to the client for acceptance testing. The supplier's testing shall be deemed as having been performed acceptably when the object of delivery meets the agreed handover criteria. The supplier's testing shall be deemed as having been performed acceptably when the tests performed by the supplier no longer reveal any errors which the client might justifiably regard as preventing acceptance testing from being performed. The supplier shall notify the client when the object of delivery or its part is ready for the client's acceptance testing and provide the client with a report on the testing performed and its results.

(2) Unless otherwise agreed on the matter, the client shall, at its own expense, bring the operating environment required in testing into compliance with the contract. The supplier shall hand over the object of delivery for acceptance testing so that it is installed in the operating environment in accordance with the contract according to the delivery schedule. The supplier shall provide the client with user instructions

for the client's acceptance testing as well as the documentation concerning the object of delivery. The supplier shall also provide the client's representatives with the agreed training for the performance of the tasks in question.

(3) The client shall perform the acceptance testing. The client shall provide an acceptance testing plan for the supplier in advance for comments. The acceptance testing plan shall not, however, be binding. Instead, the client shall have the right, without being limited by the plan, to perform all tests it deems necessary. Unless otherwise agreed, the client shall have 30 days to perform the client's acceptance testing, starting from the date on which the supplier has notified in writing that the object of delivery or its agreed part is ready for acceptance testing and has handed over the object of delivery for testing in accordance with clause 4(2). The supplier may not hand over the object of delivery or its part to the client for acceptance testing before the mutually agreed date unless the client gives its explicit written consent to this. The contracting parties may agree that the supplier assists the client in acceptance testing.

(4) Unless otherwise agreed, the client shall test the agreed interim phases within 7 business days after the supplier has notified in writing that testing may be started. The acceptance of an interim phase does not release the supplier from liability concerning errors which are revealed during later testing phases and which could not be and cannot be reasonably expected to have been detected during testing at interim phases. Unless otherwise agreed on the matter, the acceptance of an interim phase is a precondition for the commencement of the next phase.

(5) The supplier shall rectify any error detected during acceptance testing without undue delay. The time reserved for acceptance testing shall be extended by the time the supplier needs to rectify the error and the client reasonably needs for the testing and acceptance of the rectifications of error. The supplier shall hand over the object of delivery, the errors of which have been rectified, for the client's acceptance testing at the new time agreed with the supplier. If an error detected in the object of delivery in acceptance testing is caused by standard software included in the delivery, the supplier shall rectify the error caused by the standard software or have the error caused by the standard software rectified at its own expense and within its capabilities. The contracting parties may also agree that the supplier will work around the error at its own expense. If creating a workaround is not reasonably possible through generally available means, the parties may agree upon additional work to work around the error, or the client shall be entitled to a price reduction. If the error is so material that, due to the error, the purpose of the contract remains materially unfulfilled, the client shall have the right to cancel the contract, unless the error concerns standard software required by the client.

(6) The client shall notify the supplier in writing of any errors detected by the client in the application without delay and in any event no later than within 3 business days after the time reserved for the client's acceptance testing has ended.

(7) The object of delivery or its part shall be deemed accepted if the client has not given any notification of errors within the time stated in clause 4(6) or if the client takes the object of delivery or its part into production use.

(8) Acceptance shall not be prevented by minor errors that do not prevent the object of delivery from being used in the agreed intended use or prevent its operation. The supplier shall, however, be obligated to rectify also such errors and deficiencies free of charge and without undue delay.

(9) With regard to fixed-price deliveries, both contracting parties shall be responsible for their own costs associated with the performance of acceptance testing. With regard to deliveries priced on the basis of working hours, the client shall, however, compensate the supplier for its work performed in relation to acceptance testing so that the supplier is responsible for its own costs associated with any re-testing performed due to the rectification of any errors.

(10) Unless otherwise agreed, the delivery shall be deemed to have taken place when the object of delivery has been accepted and the supplier has fulfilled all of its obligations under the contract related to the rollout of the product or the final outcome of the service.

5   Project organisation and implementation

(1) The contracting parties shall set up a project and a project steering group for the fulfilment of the contract and for cooperation between the parties. Both contracting parties shall appoint their representatives to the steering group, which shall supervise the implementation of the project as a cooperation organisation of the contracting parties. The tasks and decision-making powers of the steering group shall be specified in the contract, and the group shall meet upon the request of a contracting party as necessary and at a minimum after each delivery phase. Minutes shall be kept of the meetings of the steering group. The steering group may not amend the contract.

(2) The supplier shall appoint a project manager whose task is to report on the status and progress of the project to the project steering group. The other tasks shall be specified in the contract. Both contracting parties shall designate a contact

person whose task is to monitor and supervise the fulfilment of the contract and to communicate matters related to the fulfilment of the contract within their organisation and to the other contracting party. Unless otherwise agreed, the supplier's project manager shall be the supplier's contact person. Each contracting party shall notify the other contracting party in good time of any replacement of their contact person.

(3) The contracting parties shall designate the required human resources for the project. Designated key persons may be agreed upon in the contract.

(4) The contracting parties shall respectively reserve the necessary work premises and equipment for the project.

(5) A contracting party shall contribute to the implementation of the project in contexts that can be controlled or managed by the contracting party. Both contracting parties shall make the decisions required to implement the project without delay.

(6) Unless otherwise agreed, the supplier shall produce the client's application and perform other tasks belonging to the project using the supplier's work methods.

(7) The contracting party responsible for the development environment shall be responsible during the project for the backup copies belonging to the subject matter of the contract and concerning the object of delivery and for verifying that they are functional.

(8) The delivery project shall end once the object of delivery has been accepted and taken into use.

6   Supplier's resources

(1) The supplier shall ensure for its part that a sufficient number of persons will be available for the delivery.

(2) The supplier shall not replace the key persons designated in the contract without the client's permission for reasons other than those beyond the control of the supplier. The client may not, without a justified reason, refuse its permission for such replacements. The supplier shall always notify the client in advance in writing of any replacement of key persons and shall without delay designate a new person in place of the person to be replaced.

(3) Upon the justified request of the client, the supplier shall replace an individual it has designated for the project without any undue delay.

(4) The new person shall fulfil the agreed requirements in terms of competence.

(5) If a person is replaced for a reason attributable to the supplier, the supplier shall be responsible for providing the new person with the required training and induction at its own expense.

7 Warranty

(1) During the warranty period, the supplier shall, free of charge and without any undue delay, rectify any errors detected in the object of delivery. Rectification shall also include making changes corresponding to the rectification in the documentation.

(2) Unless otherwise agreed, the warranty period shall be 6 months starting from the acceptance of the client's application. If the client's application is accepted in phases, the warranty period for previously accepted phases shall not, however, expire until 6 months have passed from the acceptance of the client's application as a whole.

(3) The client shall have the right to require that, before the payment of the final instalment, the supplier lodges for the client security accepted by the client regarding the fulfilment of the warranty obligations. The security shall be 15 per cent of the total price of the contract inclusive of value added tax, and it shall remain valid for at least 3 months after the warranty period under the contract. In case of a delay in the fulfilment of warranty obligations, the supplier shall extend the period of validity of the security. The supplier shall be responsible for all security-related costs.

(4) With regard to standard software, the warranty terms of the standard software in question shall be applied to the warranty.

(5) If an error detected in the object of delivery during the warranty period is caused by standard software, the supplier shall rectify the error or have the error rectified at its own expense and within its capabilities. Version changes of standard software shall not be regarded as errors referred to above. If it is not reasonably possible to rectify an error or have an error rectified, the supplier shall work around the error at its own expense. If creating a workaround is not reasonably possible

through generally available means, the parties may agree upon additional work to work around the error, or the client shall be entitled to a price reduction. If the error is so material that, due to the error, the purpose of the contract remains materially unfulfilled, the client shall have the right to cancel the contract, unless the error concerns standard software required by the client.

(6) The warranty becomes invalid to the extent the client modifies the client's application or the specified application environment without agreeing on it in writing with the supplier, or the client's application is used for purposes other than its intended use or in violation of instructions concerning its use, or the error is caused by some other reason attributable to the client.

8   Rights

(1) 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 have the right to process the client's material solely for purposes pertaining to the fulfilment of the contract. When exercising these rights, the supplier shall ensure that the client's non-disclosable information is not disclosed.

(2) Unless otherwise agreed, copyright and intellectual property rights to the client's application and the associated documentation, the client's material excluded, shall belong to the supplier or a third party.

(3) The client shall have the unrestricted right, without any extra charge, independently or assisted by an external service provider, and without being limited by the copyright, intellectual property rights or business or professional secrets of the supplier or a third party, to:

i.   use the client's application in its own activities, and in other activities agreed upon separately;
ii.   modify and develop the client's application further for its own use;
iii. make new copies of the client's application for its own use;
iv.   use the material and know-how generated in conjunction with the production of the client's application in connection with other applications;
v.   transfer the client's application to another hardware platform or operating system environment or geographical location; however, taking into account any export restrictions;

vi. transfer rights to use the client's application to third parties if this is required for the performance or reorganisation of the client's tasks;

vii. receive the right of use and possession to the machine and source code versions of the client's application.

When exercising these rights, the client shall ensure that the supplier's trade secrets remain confidential in accordance with the Act on the Openness of Government Activities.

(4) Unless otherwise agreed, the provisions under clause 8(4) shall not, however, apply to standard software. The rights of use to standard software shall be determined by application of the licence terms and conditions specified by the manufacturer or copyright holder of the standard software.

(5) The client's above-mentioned rights shall not alter or expand the warranty or any other liabilities of the supplier from the provisions of warranty or acceptance or other obligations or requirements which applied to the client's application in its original application environment.

9 Supplier's obligations

(1) The supplier shall be responsible for the client's application and the associated documentation being in compliance with the contract and for the work being carried out with the professional competence required by the task and in line with good technical practice and a high quality level.

(2) If the supplier detects a conflict between the requirements and the specifications made by the supplier, the supplier shall notify the client of this and propose that the requirements be specified further or amended. If the client does not accept the further specification or amendment of the requirements, the supplier shall amend the specifications made by it so that they conform to the requirements.

(3) If so requested by the client, the supplier shall cooperate and negotiate with any other suppliers and consultants used by the client. Unless otherwise agreed, the supplier shall be entitled to charge for such additional work. The supplier shall, however, notify in advance of any additional work resulting from this.

(4) The supplier shall define and design the object of delivery so that the client will be able to migrate, utilising automated systems as specified by the supplier, all of the client's material stored by the application into a format complying with the dataset openness requirement.

(5) The documentation of the object of delivery shall include a data description. Unless otherwise agreed, the supplier shall not be entitled to charge separately for the delivery of the data description.

10   Client's obligations

(1) In addition to the client's tasks agreed in the contract, the client shall provide the supplier with the information which the supplier requires in order to carry out its task and which can be disclosed to the supplier. The client shall be responsible for the information, instructions and orders it has issued to the supplier.

(2) The client shall be responsible for its part for carrying out the tasks agreed upon in the contract within the agreed schedule.

11   Maintenance

(1) The supplier shall provide support and maintenance services for the object of delivery as agreed separately. The supplier undertakes to provide these support and maintenance services for the duration of at least one year, starting from the acceptance of the client's application.

12   Storage of source code of standard software

(1) If the client so requires, the supplier shall seek to contribute to ensuring that the source code of the standard software included in the object of delivery, together with any modifications and additions made to it for the client, is stored in the possession of an impartial provider of a source code storage service (escrow agent) so that the client obtains the source code and the rights to use it in case:

  i.   the holder of the rights to the standard software is declared bankrupt or placed into liquidation or
  ii.   maintenance is not available for the object of delivery from the supplier, from the right holder of the standard software in question

or from any third party under terms and conditions substantially equivalent to those agreed upon by the supplier and client concerning maintenance.

13   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, however. The amount of damage caused by the delay shall not affect the amount of the penalty. A delay in the delivery of documents and information preventing the use of the object of delivery shall be equated with a delay in the delivery of the product or service.

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

Annex 3. Special Terms and Conditions for Services (JIT 2025 – Services)

Version: 1.0
Published: 7 February 2025
Validity: until further notice

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)
– 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)

Contents

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.

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

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 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)

Contents

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.

Annex 5. Special Terms and Conditions for Hardware Procurement (JIT 2025 – Hardware)

Version: 1.0
Published: 7 February 2025
Validity: until further notice

Instructions for use

These Special Terms and Conditions for Hardware Procurement are used in the procurement of information and communications technology hardware. In addition to these Special Terms and Conditions, a separate contract on hardware procurement must always be made. These Special Terms and Conditions are annexed to the procurement contract. When using the Special Terms and Conditions for Hardware Procurement, the *JIT 2025 General Terms and Conditions* must also be annexed to the procurement contract. In case of any conflict, the procurement contract takes precedence over these Special Terms and Conditions for Hardware Procurement which, in turn, take precedence over the General Terms and Conditions.

The following matters should always be agreed upon in conjunction with hardware procurement:

- the requirements set for the hardware installation location
- whether hardware installation is included in the delivery of hardware
- the Mean Time Between Failures permitted for the hardware.

Producers of electrical and electronic equipment (manufacturers, importers, and sellers selling equipment under their own brand) are obligated under legislation to take care of the organising and costs of waste management of the products they have placed on the market (producer responsibility).

If the procurement serves to replace existing hardware, the client may require in the invitation to tender that the supplier has a system in place for the appropriate disposal of old hardware and that the supplier will receive the hardware being replaced free of charge either in conjunction with the delivery of new hardware or, if this is not possible for the client, at a location situated within a reasonable distance (such as less than 30 km) from the client's premises.

If delivery of third-party hardware is agreed upon, it should be clearly specified which party is responsible for the hardware delivery and which party is the client's contractual partner in this respect.

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 Hardware Procurement (JIT 2025 – Hardware)

Contents

1   Scope of application

(1) These Special Terms and Conditions for Hardware Procurement shall be observed in the procurement of hardware 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.

hardware   The hardware which is the subject matter of the contract and the firmware required to operate it, as well as the associated documentation.

handover   The moment when the hardware has been handed over to the client in accordance with the term of delivery.

specifications   The technical and functional hardware specifications agreed on the basis of the requirements by the contracting parties.

error   The object of delivery does not fulfil the agreed requirements and specifications or does not function in accordance with them.

3   Hardware characteristics

(1) The hardware shall meet what has been agreed in writing by the contracting parties. The hardware shall also meet the requirements laid down in law and regulations by the authorities that were in force or generally known at the time the hardware was ordered.

(2) Unless otherwise agreed, the hardware shall be suitable for the purpose for which such hardware is usually used or be suitable for the specific purpose for which the hardware was intended to be used if the supplier must have been aware of this purpose.

(3) The supplier shall provide the client with the instructions, any permits and certificates required from the authorities, and other information and documents included in the procurement and required in the installation, repair, servicing and use of the hardware. This information and these documents shall be in Finnish, unless the client has authorised their provision in another language.

4   Rights and passing of risk

(1) The right of ownership to the hardware and the right of use of firmware required to use the hardware under the contract shall transfer to the client once the purchase price has been paid.

(2) The liability for risk associated with the hardware shall pass to the client once the hardware has been handed over to the client in accordance with the term of delivery.

(3) 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.

5 Sales to leasing provider

(1) If the client selects a finance lease as the form of financing, the supplier undertakes to sell the products to the leasing provider designated by the client under the terms and conditions agreed in this contract. The supplier shall deliver the products to the client and invoice the client's leasing provider. The client shall be responsible for the client having a valid leasing agreement with the leasing provider.

(2) The client shall be responsible for notifying the leasing provider of the accepted delivery of the products within the time agreed for the acceptance of the delivery in clause 10.

6 Installation

(1) Unless otherwise agreed, the client shall be responsible for the installation of the hardware in accordance with the supplier's instructions. The supplier shall provide the client with the instructions required for the installation in conjunction with the delivery.

(2) If the installation has been agreed to be performed by the supplier:

i.   The supplier shall provide the client, in good time, with written instructions for setting up the operating environment so that it is in accordance with the supplier's instructions. In this case, the supplier shall have the right, at a mutually agreeable time, to inspect the operating environment before the agreed installation date.
ii.   The client shall be responsible, at its own expense, for setting up the installation environment so that it is in accordance with the supplier's instructions.

iii. The client shall be responsible for the arrangement of the storage and work facilities required for the supplier's installation.

iv. The client shall provide the supplier with access to the installation premises at a mutually agreeable time to perform the installation.

7   Pre-installation

(1) If the delivery includes the pre-installation of software, the supplier shall provide the client with documentation describing the pre-installation.

8   Handover

(1) The supplier shall hand over the hardware to the client for inspection on the date agreed upon in the contract. With the client's permission, the handover may take place before the agreed date. If the handover is delayed from the agreed date, a new handover date shall be agreed upon mutually.

(2) Unless otherwise agreed, the term of delivery shall be Delivered at Place (named place of destination) (Finnterms 2001, term of delivery TOP for domestic trade).

9   Acceptance inspection

(1) The client shall inspect, without delay after the handover, that the delivery includes all of the hardware specified in the contract and that the hardware is externally in proper condition.

(2)The client shall notify the supplier of any deviations it has identified during its acceptance inspection within 7 business days of the handover.

10   Acceptance of delivery

(1) Unless otherwise agreed, the client shall inspect the hardware within 15 business days of the handover. The supplier shall assist the client in the inspection of the delivery in a mutually agreed manner. The deadline for the inspection of the delivery shall be extended by the time which the client reasonably requires in order to inspect and accept any error rectifications carried out by the supplier.

(2) The client shall notify the supplier of any errors identified in the hardware without any delay but, however, no later than within 3 business days after the end of the time reserved for the inspection of the hardware's functionality. The notification shall be issued in writing.

(3) Minor errors or deficiencies identified in the hardware shall not prevent the delivery from being accepted. The supplier shall be obligated to rectify also such errors and deficiencies free of charge and without undue delay. If there are many minor errors or deficiencies, these may prevent acceptance.

(4) If the client has not given notification of errors within the time stated in clause 10(2) or if the client has taken the hardware into use, the client shall be deemed to have accepted the hardware.

(5) Each contracting party shall be responsible for its costs arising from the inspection of the hardware's functionality.

(6) Unless otherwise agreed, the delivery shall be deemed to have taken place once the hardware has been accepted.

11 Replacement hardware and changes

(1) The supplier may, with the client's consent, replace the hardware agreed upon in the contract with other hardware. The replacement hardware shall fulfil what the contracting parties have agreed upon in writing in terms of the capacity, performance and other characteristics of hardware. What has been agreed upon regarding the installation of the original hardware shall also apply to the installation of the replacement hardware.

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

12 Spare part availability, servicing and maintenance

(1) The supplier shall be responsible for spare parts, servicing and firmware maintenance being available in Finland for hardware delivered as new, or for its replacement hardware, at reasonable prices and under reasonable terms and conditions for at least 5 years after the delivery.

13   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. If the supplier is delayed, it shall notify the client of a new delivery time as soon as possible.

(2) If the delivery of hardware 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 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 hardware, 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. The client shall, however, not be entitled to receive a delay penalty for the time during which the supplier provides the client, free of charge, with replacement hardware accepted by the client.

(3) Such defects or deficiencies which do not prevent the hardware from being delivered or used in accordance with the contract shall not result in the right to a delay penalty. However, the supplier shall be obligated to rectify such defects or deficiencies within the scope of the warranty and without undue delay. A delay of information or documents that prevents the delivery or use of the hardware shall be regarded as a delay of the delivery of the hardware.

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

(5) If the delivery of the hardware is delayed due to a reason attributable to the client, the delivery shall remain interrupted until the client notifies that the reason for the delay no longer exists. After receiving the client's notification, the supplier shall notify of a new delivery schedule. If the delivery of hardware is delayed due to a reason attributable to the client for more than three (3) months, the supplier shall have the right to cancel the contract.

14   Warranty

(1) The supplier shall provide the hardware with the warranty specified in the contract. Unless otherwise agreed, the warranty terms and conditions set forth below shall be followed.

(2) The supplier shall, without delay and at its own expense, rectify any errors identified in the hardware during the warranty period and any defects and errors caused by instructions provided by the supplier or manufacturer concerning the use, maintenance or cleaning of the hardware, or deliver new hardware to replace the one with an error. Warranty repairs shall also include making changes corresponding to the repairs in the documentation.

(3) The supplier's warranty shall not cover errors that have been caused by the hardware being used contrary to the written instructions issued by the supplier or contrary to the contract. Furthermore, it shall not cover errors that have been caused by normal wear and tear, or damage which has not been caused by the supplier. In addition, the warranty shall not cover the hardware to the extent the client has made changes to the hardware, or has had such changes made by a third party, without the supplier's written consent.

(4) Unless otherwise agreed, the supplier shall perform the warranty repairs at the client's premises. In order for an error to be rectified, the client shall provide the supplier with access to the hardware to be repaired for the required time during the regular working hours of the supplier.

(5) If the warranty repairs are performed at the supplier's premises, the client shall deliver the hardware to the location in Finland designated by the supplier for the warranty repairs. The supplier shall pay for the costs arising from the delivery of the hardware for warranty repairs and the return of the hardware.

(6) The warranty period of hardware shall be extended by the time during which the hardware has been inoperable due to an error. However, the duration of the warranty period shall be at most twice the length of the original warranty period.

(7) If the supplier fails to fulfil its warranty obligations within a reasonable time after the client has given notification of an error, the client shall have the right to have the necessary repairs performed by a third party and claim for damages equalling the repair costs from the supplier. The client shall notify the supplier in advance

of such repairs. Furthermore, the client shall have the right, instead of repairs, to claim for damages or a price reduction. Clause 11 of *JIT 2025 General Terms and Conditions* shall apply to damages.

(8) Unless otherwise agreed, the warranty period for hardware shall be 12 months from the delivery.

(9) If it is deemed that a defect or error notified by the client is outside the scope of the warranty, the supplier shall have the right to charge for the identification and pinpointing of the defect or error in accordance with the charging criteria agreed upon in writing. In addition, the supplier shall have the right to charge the client for the rectification of a defect or error not covered by the warranty if such rectification has been agreed upon.

(10) The supplier's liability for defects and errors in the hardware shall be limited to the fulfilment of the warranty obligations under this clause 14. After the warranty period, the supplier's liability for defects and errors in the hardware shall be limited to the obligations set out in any servicing agreement, unless otherwise required by mandatory provisions of law.

Annex 6. Special Terms and Conditions for Services Delivered over Information Network (JIT 2025 – Services over Network)

Version: 1.0
Published: 7 February 2025
Validity: until further notice

Instructions for use

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

Evaluation of software service suitability based on service description

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

The organisation planning the procurement and rollout of a software service must identify and spell out the requirements related to each intended use. These may be related to aspects including information security levels, data protection and the management of documents of authorities. The client must take into account the fact that documents may, for example, involve such aspects relating to the degree of openness of documents, information security or processing of personal data that a software service as a cloud computing service is not possible to use or is only possible to use to a limited extent. The client must carry out an evaluation of this before launching the procurement procedure.

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

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

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

Implementation and use of service

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

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

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

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

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

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

The contracting parties must agree in writing on whether a contracting party will transfer personal data to the other contracting party. If the supplier and its subcontractors process personal data contained in the client's personal data file, the contract must include the terms and conditions for personal data processing. This can make use of the JYSE/JIT Terms and Conditions for the Processing of Personal Data and the JYSE/JIT Description of Processing Operations available on the Ministry of Finance website.

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

Date of contract:
Number of contract:
Number of annex:

JIT 2025: Special Terms and Conditions for Services Delivered over Information Network (JIT 2025 – Services over Network)

Contents

1   Scope of application

(1) These Special Terms and Conditions shall be observed when public contracting entities procure a software service delivered over an information network (software as a service, SaaS) if these Special Terms and Conditions are referred to in the contract and to the extent that they have not in some respects been otherwise agreed upon in writing.

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

2 Definitions

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

service description

A detailed description of the service.

The service description of the software service shall be sufficiently detailed so that the client is able to determine on the basis of it whether or not the service is suitable for the client's intended use. The service description may consist of one or several different documents and information describing the service and its functioning, contents and conditions of use.

software service

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

client's material

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

supplier's material

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

combined material

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

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

3   Subject matter of contract

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

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

4   Supplier's general obligations

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

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

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

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

5   Client's general obligations

(1) The client shall be responsible for the tasks for which the client is responsible being performed with care and in accordance with the contract.

(2) The client shall provide the supplier with sufficient and correct information for the delivery and also otherwise contribute to the delivery of the software service in the best possible manner. The client shall be responsible for the information it has provided to the supplier and for updating such information.

(3) The client shall be responsible for the software service being suitable for the client's intended use.

(4) The client shall be responsible for the acquisition of the hardware, data connections and software it requires to use the software service, and for their operating condition and protection, unless these are within the scope of the supplier's responsibilities under the contract. The client shall be responsible for setting up its operating environment so that it is in accordance with the specifications presented in the service description.

(5) The client shall instruct the users of the software service who are employed by or acting on behalf of the client to comply with the instructions issued by the supplier when using the software service. The instruction shall pay special attention to aspects related to information security in the use of the software service.

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

6   Content and service level of software service

(1) The contracting parties shall agree in writing on the software service content, use and any service level requirements and consequences arising from deviations from the service description. To the extent that the content or service level of the software service has not been agreed upon at all, the supplier's service level description valid at any given time shall be observed.

(2) A contracting party shall notify the other contracting party without delay of any matter having come to its knowledge which may prevent the software service from being used in accordance with the contract.

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

7 Rights and client's material

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

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

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

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

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

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

8 Commencement of software service use

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

(2) The supplier shall launch the software service at the access point on the agreed delivery date or within an agreed period. If no delivery time or delivery date has been agreed, the supplier shall launch the software service at the access point within a reasonable time from the signing of the contract or from an order

confirmation. The software service shall be considered as having been launched when the software service under the contract is available for use at the access point and the supplier has notified the client of this.

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

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

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

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

9 Identifiers

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

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

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

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

10 Backing up

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

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

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

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

11   Changes in software service

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

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

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

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

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

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

12   Interruptions of software service

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

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

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

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

13   Information security and data protection

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

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

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

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

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

14   Actions concerning information security violations

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

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

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

15 Location of software service provision

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

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

16 Validity and termination

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

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

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

17 Assistance obligation at termination of contract

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

i. The supplier shall continue to deliver the services to the client under the terms and conditions of the contract and to the extent requested by the client until the termination of the contract.

ii. At the termination of the contract, the supplier shall be obligated to reasonably contribute to the performance of the tasks required by the transfer. This shall take place at the supplier's prices under the contract or, if the prices have not been agreed upon, at the prices of the supplier's general price list.

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

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

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

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

Annex 7. Special Terms and Conditions for Procurement of Expert Work (JIT 2025 – Expert Work)

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Instructions for use

The Special Terms and Conditions for Procurement of Expert Work (*JIT 2025 – Expert Work*) are intended to be used when procuring expert work, for example when procuring software developers or project managers for the client's project. The content of the work is specified and the operating procedures are agreed upon in the contract on expert work.

The client is typically responsible for the general organising of expert work. The client decides on the openness of the outcomes of the work during and after the validity of the contract. The client is bound by provisions including legislation on the openness of government activities and legislation on administrative activities.

In the contract on expert work, special attention should be paid to the rights concerning the outcomes of the work, as 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 of the work also for purposes other than the intended use referred to in the contract, for example in the client's own software development. The outcomes of the work are typically handed over to the client or they can be licensed under open source terms, which is when outcomes developed with public funds can be utilised by other parties, too.

The terms and conditions pay attention to retention of experts. The client should consider which key experts are designated in the contract as the key persons who are subject to the prohibition on replacements of clause 3(5). These include, for example, experts who were awarded points in the quality comparison of the procurement (such as the project manager or technical architect).

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.

These Special Terms and Conditions are intended in particular for such projects of the client where the outcomes of the expert work are not based on the supplier's solutions under intellectual property law and the work takes place primarily in the client's application environment. The experts may also be, for example, employees of several different suppliers (multi-suppler project).

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. For these, there are the *JIT 2025 – Special Terms and Conditions for Client's Application Procurements under Open Source Software Terms* and *JIT 2025 – Special Terms and Conditions for Client's Application Procurement under Software Terms Other than Open Source*. It is also not recommended that these terms and conditions be used when procuring other pre-determined final outcomes.

The *JIT 2025 – Special Terms and Conditions for Consulting Services* can be used in the procurement of final outcomes other than applications.

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 Procurement of Expert Work (JIT 2025 – Expert Work)

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1   Scope of application

(1) These Special Terms and Conditions for Expert Work shall be observed when public contracting entities procure work performed by experts for a fixed term 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.

2   Definitions

(1) The definitions of *JIT 2025 General Terms and Conditions* shall be observed in these Special Terms and Conditions.

3   Expert service provision

(1) The experts and their tasks are specified in the contract.

(2) The supplier shall be responsible for the expert work being performed in compliance with the contract, with care and with the professional competence required by the tasks, and in accordance with the project plan and project work method followed.

(3) Unless otherwise agreed, the client's work methods and processes shall be followed in the expert work.

(4) The supplier shall use experts 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.

(5) The supplier shall not be entitled to replace the key persons designated in the contract during the contract period without the client's consent. If the contract period exceeds 12 months, the designated key persons may not be replaced during the first 12 months of the contract period, unless otherwise agreed in the contract.

(6) If an expert designated in the contract is not available in accordance with the contract, the supplier shall be obligated to replace them with a person with equivalent qualifications and professional competence and who is accepted by the client to replace the expert. The client may not refuse its acceptance without a justified reason. The supplier shall not be entitled to charge for any costs arising from the replacement of persons and their induction.

(7) The supplier undertakes, upon the client's request, without delay and free of charge, to replace an expert 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 in full or with respect to the task for which the supplier is unable to appoint an expert accepted by the client.

(8) The supplier shall be responsible for all of the experts being committed to non-disclosure under the contract. The use and possible working of the experts at 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 orders 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. A contracting party shall notify the other contracting party if it suspects or has become aware of any breach of conduct-related obligations.

(9) 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.

(10)   The supplier shall specify the hours worked in writing in conjunction with each invoice.

4   Client's obligations and responsibilities

(1) The client shall provide the supplier with sufficient and correct information for the performance of the expert work in the agreed format and according to the agreed schedule.

(2) Unless otherwise agreed, the client shall be responsible for the direction of the expert's work and the appropriateness of the expert's tasks in relation to the client's activities.

(3) 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 expert work. Unless otherwise agreed, the supplier shall be responsible for its experts having access to the normal tools and data connections required for the task. The place of work, methods, tools and technical environments for the expert work may be agreed in more detail in the contract.

(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 contract in contexts that can be controlled or managed by the contracting party.

6   Rights

(1) Unless otherwise agreed, the supplier shall assign to the client all of the assignable copyrights and intellectual property rights to the outcomes of the agreed expert work. The client shall have the right to modify the outcomes referred to above on its own or with the assistance of a third party and to assign the copyrights and other intellectual property rights assigned to it by the supplier further without limitations. The contracting parties may also, for example, agree on the licensing of the outcomes under open source terms.

(2) In addition, the client shall have the right, notwithstanding the supplier's trade secrets or intellectual property rights, to make use of the supplier's methods and models that relate to final outcomes referred to in clauses 6(1) and 6(4) and that are necessary for the client to be able to exercise its rights under clauses 6(1) and 6(4). The supplier shall specify such material separately in writing for the client before it is utilised in the assignment.

(3) The supplier shall not have the right to use or include in the outcomes of the expert work any source code that is the supplier's own or that of a third party, its parts or standard software or its part or the supplier's trade secrets without the client's explicit written consent given in advance.

(4) If the copyrights and intellectual property rights to documents and other outcomes created as a final outcome of the expert work have been agreed in the contract to belong to the supplier, the client shall, without being limited by the supplier's copyrights, other intellectual property rights and trade secrets, 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.

(5) 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.

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

(7) At the termination of the contract, 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 Rectification of errors in expert work

(1) The client shall inspect and accept the expert work performed in accordance with the project work method used or as otherwise agreed.

(2) Deviations in the expert work shall not constitute an obstacle to accepting the work. However, the supplier shall be obligated, without any additional charge or undue delay, to rectify errors and deficiencies caused by a reason under the supplier's responsibility, such as acting against the client's instructions or negligence by the supplier's expert. Any other deviations shall be rectified in accordance with the project work method used as part of the expert work.

8 Delays

(1) If a contracting party finds that it will be delayed from an agreed deadline or its performance of a contractual obligation, or it 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. Where necessary, the contracting parties shall agree upon a new deadline.

9   Data description and openness requirement concerning client's material

(1) To the extent that the expert work creates an information system or its part which involves the storage of the client's datasets, the supplier undertakes to appropriately propose to the client that a data description be prepared and that the client's material be stored in accordance with the dataset openness requirement. The client shall decide whether the proposal will be implemented.

(2) If the client's material is stored in a manner other than in accordance with the openness requirement, the supplier undertakes, during the contract period and at most for one year after its termination, to provide the client, upon its request, with additional work in order to prepare a data description and store the client's material in accordance with the openness requirement. The hourly rates for such additional work are the rates applied during the contract period or, if none have been agreed upon, the supplier's normal hourly rates shall be applied to such additional work. This undertaking shall also cover work related to the preparation of a data description in accordance with the openness requirement.

10   Validity and termination of contract

(1) A contract agreed for a fixed period 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 on the performance of specific expert work shall terminate once the tasks included in the work have been completed. 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 3 weeks and by the supplier with a period of notice of 9 months. Notice of termination shall be given in writing.

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