

Business Finland Oy's general terms and conditions of contracts**1. General terms and conditions of contracts**

In addition to these general terms and conditions of contracts of Business Finland Oy (also later as "Business Finland", "BF", "customer"), the General Terms of Public Procurement in Service Contracts ([JYSE 2014 SERVICES](#)) shall apply secondarily.

The Services may be provided to Business Finland or for the benefit of third parties ("Clients") such as Business Finland's stakeholders or Business Finland's clients using Business Finland's services.

The Agreement between the Parties does not in any way prevent Business Finland from acquiring any services from third parties or from performing any services itself.

2. Subcontracting and grouping

The service provider can have a subcontractor perform the services specified by the contract. The service provider shall be responsible for the services contributed by any subcontractor it uses as for its own personnel. The service provider shall also be responsible for ensuring that the subcontractor abides by the obligations binding the service provider. The service provider must present the key subcontractors – used in the production of the service referred to in the contract – for the approval of the customer. The customer has the right to withhold approval of a subcontractor if strong grounds exist.

Companies forming a grouping shall be responsible for the application of the contractual obligations. If one or more company/companies in the grouping is breaching the contract, the Customer shall have the right to demand for the application of the contractual obligation or the compensation for the damages from any company in the grouping. This company will be responsible for the contractual obligations for its part and for the part of the grouping. When calculating the damages of the breach of contract, the grouping shall be seen as one legal entity, thus e.g. the penalty for delay will be collected once.

Reclamations shall be sent to the joint address of the grouping.

Grouping shall charge the customer once, so the companies in the grouping shall not send the customer separate invoices.

If one or more companies in the grouping are applicable for the dissolution of the contract according to these contract terms, the customer has the right to terminate or dissolve this Contract.

3. Travel and other expenses

Travel related to the service must be separately agreed in advance between the supplier and Business Finland. Business Finland shall recompense the supplier for reasonable travel expenses in accordance with the principles of Collective agreement concerning

compensation for travelling expenses (Valtion matkustussääntö). However, the supplier shall not claim travel expenses for journeys that are a maximum of 30 kilometres from the supplier's place of business. Unless otherwise agreed, the supplier shall not charge for travel time for journeys under 30 kilometres and shall charge for only half of any travel time for journeys over 30 kilometres.

Other possible expenses related to service provision (such as meeting-venue reservations or the equivalent) shall be separately agreed in advance and Business Finland shall compensate for such expenses in accordance with the actual expenses incurred.

4. Invoicing and payment terms

Terms of payment is 21 days net. As the basis of the invoice, the supplier must provide an account (invoice itemisation) of the work it has performed.

Payment for purchases shall be made against an invoice. Invoicing shall be performed in arrears in accordance with the more detailed schedule given in the contract. Each invoice must be appropriately itemised (work performed and other expenses).

If the reverse charge in value added taxation applies to the service, the supplier shall charge the price minus VAT and enter the following in the invoice: "VAT 0 % DIR 2006/112/EC Ar 44, 196 "reverse charge"".

Advance payments shall not be made without securities. Invoicing charges will not be accepted.

Subcontractors shall not directly invoice Business Finland.

At the end of the financial year the supplier must invoice the customer for all work pertaining to the year in question by 5 January of the following year.

The following identifier, which typically takes the form "xxxxx/xx/xx", must be clearly marked on invoices. Business Finland is under no obligation to accept invoices without such an identifier.

Invoices shall be processed as e-invoices containing the following information:

The Customer primarily assumes that the Service Provider is capable of sending e-invoices.

The Customer's invoicing details for e-invoicing are:

Business Finland Oy
Business ID: 2725690-3
EDI address: 003727256903
VAT code: FI27256903
Operator: Basware Oyj
Operator ID: BAWCFI22

If the Service Provider cannot send e-invoices, invoices can be sent in PDF format by e-mail to mailroom@businessfinland.fi, cc sent to: x.y@businessfinland.fi

Furthermore, section 10 of the JYSE 2014 General Terms of Public Procurement in Service Contracts shall apply to any issues not otherwise agreed in this section.

5. Reporting

Regular reports shall be provided on the progress of the work as mentioned in the invitation to tender or in a manner agreed in advance.

6. Price changes

A fixed price shall apply in the case of an assignment involving a one-off purchase.

If, on the other hand, a multiple-year contract is in question, the prices given in the contract must be fixed for at least one year from the date of the contract's signature. The supplier shall have the possibility to propose price rises thereafter. A written account of any proposed price rises, with the grounds thereof, must be presented at least 30 days prior to the entry into force of said rises. Business Finland will accept only price rises that genuinely correspond to general cost developments. However, price changes cannot be greater than the annual change mentioned in section 702 'Management consulting' of Statistics Finland's Producer Price Indices for Services at the time when the proposal for a price rise is made. In every case, the change in the index will be compared to the index value for the date 12 months prior to the proposal for a price rise. The price change can encompass unit prices (for example euros/employee workday).

For example: The supplier presents the customer with a proposal for a price change on 1 January 2016. The day of the price change proposal, the Management consulting index is 130.3. This index value is compared with the index value that was valid 12 months ago. Since the index value on 1 January 2015 was 129.3, the supplier can present a proposal for a price rise of 1%.

The supplier can propose price rises once a year at most.

If a consensus cannot be achieved on the price change, Business Finland and the supplier have the right to cancel the contract in accordance with a period of notice of three (3) months. The price valid at the time shall apply during the period of notice.

7. Intellectual Property Rights

Without prejudice to the supplier's intellectual property rights, Business Finland shall hold the access right to the materials resulting from the assignment. The access right shall cover the manufacture of items, their being made publicly available, the right to make alterations to them and the right to hand them over. The access right is unlimited in terms of time or geography.

Business Finland shall decide on the publication of the results. The supplier does not have the right to publish the results of the assignment or even part thereof without the written agreement of Business Finland.

Section 20.1 of the JYSE 2014 SERVICES General Terms of Public Procurement in Service Contracts shall not apply to this contract.

8. Confidentiality and secrecy

Each of the parties shall ensure that, in the production of the service, they abide by the currently valid legislation governing secrecy, confidentiality obligations, data protection and the handover of confidential information.

Where necessary, Business Finland has the right, at its own cost, to request a police security check (act 726/2014) of any persons involved in the production of the service.

9. Data protection

The procedures of Business Finland are in compliance with the requirements of the General Data Protection Regulation (EU 2016/679, 25 May 2018). In every procurement contract where personal data is handled, is attached a Data Processing Agreement (DPA). According to the DPA, the contract parties are committed obeying the General Data Protection Regulation.

The supplier shall obey the effectual data protection legislation and the regulation of processing and securing of the personal data.

The supplier will ensure that the provided service is in accordance of the effectual data protection legislation and of the contract requirements, especially taking into consideration what has been prescribed about the built-in and default data protection.

The supplier will take care about the proper handling and securing of the processed data to protect it from illegal or accidental disappearance, disposal or misuse.

More information about the privacy policies of Business Finland:

<https://www.businessfinland.fi/en/privacy-policy/>

10. Change of the person producing the service

If the person designated to produce the service can no longer participate in its production for reasons independent of the parties, the parties shall negotiate on the situation and the supplier shall primarily seek to replace the designated person with another employee in possession of at least the equivalent professional skills. The supplier shall not, during the term of the contract, change the person whom the tender has designated for service

production, without negotiating with Business Finland. Business Finland has the right – if good grounds exist for so doing – not to accept new persons proposed by the supplier.

If, in the aforementioned cases, the supplier cannot propose persons in charge of the production of the services and acceptable to Business Finland, Business Finland has the right to cancel the contract with respect to the work not yet supplied.

If Business Finland is dissatisfied with the experts designated by the supplier, the supplier shall commit to changing said persons within a reasonable time if Business Finland so demands.

Business Finland must be informed immediately of any need to change the persons producing the services (the actual designated persons and their deputies).

11. Price reduction, dissolution of the contract

The customer has the right to demand a price reduction from the supplier if there have been defects in the service.

The period of notice for the contract is specified in the contract itself. Unless otherwise agreed in the contract, during the term of the contract Business Finland has the right to cancel the contract with three (3) months' notice and the supplier has the right to do so with four (4) months' notice. No separate grounds shall be required for cancelling the contract in the event that the parties abide by the above periods of notice.

Either of the parties has the right to dissolve the contract in whole or in part, if the other party is in fundamental breach of its contractual obligations or it is apparent that such a breach will occur. If the breach of contract is being resolved, the party may cancel the contract only in the event of a recurring breach of contract or if the party in breach of contract has not rectified the breach within 14 days from the date upon which the injured party provided notification thereof.

Fundamental breaches of contract include but are not limited to the following: the service does not correspond to what was agreed, the related flaw is more than minor and, despite notifications by the customer, the flaw is not immediately rectified or if, given the nature of the contract, there is a fundamental delay in the production of the service or it is subject to recurring errors or delays. Minor delays in payments shall not be regarded as a fundamental breach of contract.

If the contract is cancelled or dissolved for reasons related to the supplier, at the time of termination of the contract Business Finland shall be obliged to pay the supplier only in respect of work done which is of use to Business Finland. The supplier shall be obliged to reimburse Business Finland immediately for payments already remitted whereby the corresponding work done is of no use to Business Finland due to the dissolution or cancellation of the contract.

If the customer has made any advance payments, the service provider shall reimburse the customer for these, plus interest in accordance with the Interest Act and covering the period between the date of the advance payment and the date of the reimbursement.

In any case, the cancellation or dissolution of the contract must be performed in writing.

12. Compensation for damage

Both the supplier and the customer have the right to compensation for any direct damage due to breach of contract by the other party.

If the contract is terminated for reasons related to service provision and damage is incurred by the customer as a result, the customer has the right to compensation for damage caused by the premature termination of the contract.

The customer is entitled to compensation for damage in relation to delays or other damage due to breach of contract by the service provider, to extent that the amount of damage exceeds the compensation for delays payable to the customer and any another compensation for delays separately agreed by the parties.

If a delay or other breach of contract and the resulting damage was not caused by the production activities of the supplier, the maximum amount of compensation payable shall be 7.5 percent of the price of the products or services subject to the breach, or of the 12-month price calculated for a continuous service.

If the damage was caused by the production activities of the supplier, the maximum amount of damages payable shall be the total price of the products or services subject to the breach, or the 12-month price calculated for a continuous service

Each party shall have the right to compensation for indirect damage if the other party has caused such damage intentionally or through gross negligence or is in breach of its confidentiality obligations or of intellectual property rights.

13. Liability insurance

Business Finland Oy, the service provider shall constantly maintain statutory and other insurance necessary for the provision of the services. The service provider shall acquire for its operations liability insurance which must be sufficient in relation to the risks associated with providing the services, and at the request of Business Finland Oy deliver a certificate of the existence and of the content of the insurances. The insurance must also cover pure financial damages which the services provider is responsible.