

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Thatcher & Company, Inc.	2. Registration Number 7497
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3. Primary Address of Registrant  
 1501 Broadway, Floor 27, New York, NY 10036

4. Name of Foreign Principal Business Finland Oy	5. Address of Foreign Principal Porkkalankatu 1 Helsinki FINLAND
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6. Country/Region Represented  
 FINLAND

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant  
 Business Finland Oy is a government organization under the Ministry of Employment and the Economy of Finland.

b) Name and title of official(s) with whom registrant engages  
 Salla Salovaara, Head of International PR and Media

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/03/2024	Bradley Thatcher	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Bradley Thatcher
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="Sign"/> _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/2/2024

Bradley Thatcher

Bradley Thatcher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Thatcher & Company, Inc.

2. Registration Number  
7497

3. Name of Foreign Principal  
Business Finland oy

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/24/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The agreement between Thatcher+Co. and Business Finland entails the provision of strategic public relations and media outreach services aimed at increasing awareness and visibility of Finland's innovations and business potential in the U.S. market. The method of performance includes crafting media strategies, securing earned media coverage, developing content such as press releases and op-eds, facilitating media interviews, and advising on communication strategies. Our work will involve close collaboration with Finnish business leaders and U.S. media outlets to ensure timely and effective communication of Finland's key messages, particularly in sectors like green energy and digital transformation. Regular updates, media monitoring, and reporting will be part of the performance to track success.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The activities on behalf of Business Finland will primarily involve strategic public relations, perception management and promotion designed to enhance the visibility and reputation of Finland and its business sectors in the United States. This may indirectly influence U.S. economic and trade policies by highlighting Finland's strengths in innovation, sustainability, green energy and digital transformation.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/03/2024	Bradley Thatcher	Sign /s/Bradley Thatcher
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/2/2024

Bradley Thatcher

Bradley Thatcher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Appendix Response to Item 9**

**Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.**

On behalf of Business Finland, Thatcher+Co. will engage in a variety of public relations activities, including but not limited to:

- Developing and executing media strategies to promote Finland's business sectors in the U.S.
- Securing placements and media coverage in top-tier and industry-specific media outlets.
- Drafting and distributing press materials, including press releases, op-eds, and thought leadership content.
- Organizing media interviews and facilitating media opportunities for Finnish business representatives.
- Providing strategic counsel on messaging and positioning to enhance Finland's reputation in the U.S. as a leader in innovation and sustainability.

**BUSINESS  
FINLAND**

**CONTRACT**

1 (17)

Business Finland Oy  
PR agency USA

19.9.2024

BF0Y/51/27/2024

**FRAMEWORK AGREEMENT  
PR AGENCY USA  
BF0Y/51/27/2024**

**BUSINESS  
FINLAND**

**Street address:**  
Porkkalankatu 1,  
Helsinki  
FI-00181  
Helsinki, Finland

**www.businessfinland.fi**  
tel. +358 29 50 55000  
kirjaamo@businessfinland.fi

**Innovation Funding  
Agency Business Finland**  
PO Box 69, FI-00101 Helsinki,  
Finland  
Business ID 0512696-4

**Business Finland Oy**  
PO Box 358, FI-00181  
Helsinki, Finland  
Business ID 2725690-3

Business Finland Oy  
PR agency USA

19.9.2024

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PR agency USA

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**1. Contracting parties**

Business Finland Oy (hereinafter referred to as "the Customer")  
 Business ID 2725690-3  
 PO Box 358 (Porkkalankatu 1)  
 FI-00180 Helsinki, Finland

and

Thatcher & Company (hereinafter referred to as "the Service Provider")  
 26-2761994  
 1501 Broadway, Floor 27, 10036 New York  
 USA

**2. Definitions**

"Contract" means this Framework Contract with all clauses and attachments.

"Section" means the numbered section of this Contract.

"Service" means international PR and media relations work and other service described in this Contract and its Appendix 1.

"Assignment" means what the Customer has ordered separately from the Service Provider according to Customer's needs for Service. During the Contract period, separate individual assignment orders are made based on the terms of the Contract. The Service included in the order is specified separately in each assignment order.

"Project Lead" means the person that ensures the Service is performed and is the main contact person for the Customer.

"Backup for Project Lead" means the person that ensures the Service is performed and is the main contact person for the Customer when Project Lead is not available.

**3. Contact persons and their Contact Details**

Business Finland

Contact person: Salla Salovaara, [salla.salovaara@businessfinland.fi](mailto:salla.salovaara@businessfinland.fi), +358405260100Deputy: Heli Jimenez, [Heli.Jimenez@businessfinland.fi](mailto:Heli.Jimenez@businessfinland.fi). +358 50 594 3832

Supplier

Contact person: Eliott Maidenberg, +1 (347) 935-7721, [eliott@thatcherandco.com](mailto:eliott@thatcherandco.com)

Business Finland Oy  
PR agency USA

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Deputy: Mark Newman, +1 (914) 396-4105, mark@thatcherandcompany.com

The Customer shall be able to carry out all of the communication related to the Contract through the Supplier's designated contact person and/or their deputy.

#### 4. Object of the Contract

Object of the Contract is Service Provision for Customer's international PR and media relations work. The object of this procurement is PR agency services in USA. Service is more detailed in this Contract and it's Appendix 1 (Procurement description).

With this Contract, the Service Provider undertakes performing the Service under the terms of this Contract. Customer orders the Service per Assignment under the Contract directly from the Service Provider.

The Contract concluded between the parties does not prevent the Customer from acquiring similar Services from other suppliers.

The Customer does not commit to fixed purchase quantities.

#### 5. Validity

This Contract is concluded for the Contract period 23.9.2024 – 22.9.2026. The Contract can be extended for an option period 23.9.2026.-22.9.2028.

If the option period is implemented, the pricing and other Contract terms remain the same as in the actual Contract period. The use of the option period is agreed separately together in writing between the Customer and the Service Provider six (6) months before the start of the option period.

#### 6. Applicable General Contractual terms

The General Contractual Terms for public Service Procurement apply to this Contract as applicable (Appendix 8, JYSE 2014 Services, updated in April 2022).

#### 7. Contract Compliance

Two (2) Service Providers have been selected as Service Providers of the Service according to Appendix 3 (priority order) in the order of priority.

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Priority order may change during the Contract period on the following ground:

- The Service Provider, which is second in Appendix 3 (priority order), will become the most economically advantageous Service Provider due to acceptance of the price change proposal which may change the Service Providers' priority order.

The ordering of Service is dependent on the Customer's annual budget. The Customer does not commit to fixed purchase quantities.

The Customer can order the Service according to this Contract either by using ranking method or mini competition.

## 7.1 Ranking Method

Customer orders the Service from the first Service Provider in Appendix 3 (priority order). Following the order of priority, the Customer places the order for the Assignment to the first Service Provider in priority order. If the first Service Provider in the order of priority is unable to implement the Assignment, the Customer places the order to the second Service Provider in the order of priority.

If the Service Provider does not respond to the Customer's quote for the Assignment specific order within three (3) business days, the Customer has the right to request a quote from the second priority Service Provider and choose this one, if the offer is acceptable.

The Service Provider, which is second in Appendix 3 (priority order) will become the most economically advantageous (first in priority order) Service Provider due to acceptance of the price change proposal which may change the Service Providers priority order.

### 7.1.1 Mini Competition

The Customer can hold a mini competition among the Service Providers in the individual Assignments defined by the Customer during the Contract Period. Mini competition is be used in event Assignments (in those which are not specifically related to ordered Assignment) or if some specific competence is required in the Assignment which has not been specified in Appendix 1 (Procurement description). Mini competition may apply to one or more Assignments.

The Customer always tries to present the scope of the work, the schedule and the ceiling price or target price for the task. The Customer defines the selection and comparison criteria for the Mini Competition per Order in the call for tenders, however, so that the Service Providers participating in the mini competition will be treated equally and without discrimination.

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The tender request and offer for the mini competition must be made in writing by e-mail or tendering system of the Customer. The call for tenders is to be sent to both Service Providers (appendix 3 priority order). The tender period must be sufficient considering the quality and scope of the procurement. The content of the tenders is to be kept confidential until the end of the mini competition.

In the mini competition, the Customer can only use the following comparison criteria and their weighting values. The customer specifies the comparison criteria to be used and their weights in the request for tenders of the simplified competition. The weight values must total 100%.

The comparison criteria's that can be used are:

Price, weight 0–100%

Service delivery time, weight 0–70%

Description of the content of the assignment, weighting 0–70%

Experts' experience and know-how, weighting 0–70%

In a simplified procurement procedure, the Customer may require that prices are given as, for example, hourly price, fixed total price or target price. However, the unit price shall never exceed the unit prices of the Contract (Appendix 2 Price list). In a tender submitted to a mini competition, the Service Provider may also commit to lower prices than those mentioned in the framework contract (Appendix 2 Price list) or to a certain discount rate from the tendered prices.

In mini competition the decision of the mini competition is given to all those who submitted an tender to the mini competition.

## 8. Content of Service

The Service under this Contract is defined in more detail in this Contract and its Appendix 1 (Procurement Description). The Service Provider is obligated to ensure that the provided Service complies with the Contract requirements.

Throughout the entire Contract Period, the Service must correspond to what the Service Provider has in its tender committed and what is agreed in this Contract and its Appendixes. When providing Service, the Service Provider is obliged to follow the instructions given by the Customer and general good practice in their industry.

The Service Provider undertakes to provide the Service with the necessary professional skills and with care, with sufficient equipment and tools, in compliance with legislation and good in a professional manner and taking into account the set goals.

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PR agency USA

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The Service Provider shall provide the Service prudently, with care and with such expertise that can reasonably be assumed from an expert and experienced Service Provider. The Service must fulfil the regulations of the applicable laws and decrees as well as regulations issued by the authorities.

If the Service is defective, the Customer informs the Service Provider about the defect within a reasonable period of time. The Service Provider shall remove the defect without delay.

If the Service Provider perceives that it will be delayed in its obligations, it must immediately notify the Customer of the delay and a new Service performance date as soon as possible.

The implications of defected or delayed delivery or Services are further specified in the terms of JYSE 2014 Services (Appendix 8). If defects in the Service are significant or recurrent, the Customer has the right to terminate the Contract in accordance with JYSE (appendix 8) paragraph 13.6.

## 9. Assignment Orders and Delivery of the Ordered Assignment

Customer orders the Service on a per assignment basis. An order may consist of one activity or a combination of activities (see more details in Appendix 1 Procurement description point 5.2).

The Service is considered completed when the Customer has accepted the Service as completed in written or approves the final invoice.

## 10. Contract Monitoring and Reporting

Compliance with the obligations laid down in this Contract shall be actively monitored. A cooperation model shall be developed, objectives for the Service shall be set jointly, and regular Contract monitoring meetings shall be scheduled.

Requirements for reporting and meetings are more specified in details in Appendix 1 (Procurement Description).

## 11. Prices

The Service Provider undertakes to provide the Service according to Appendix 2 (Price list) of the Contract at prices. All the prices must be in euros (€).

Contract prices are exclusive of VAT, when the Service Provider's place of domicile is in EU. When the Service Provider's place of domicile is not in EU, the contract prices are inclusive of all taxes. The Customer is registered for VAT. For foreign tenderers the Customer recommends Reverse VAT charge. This means, that the Service Provider will not charge VAT when invoicing the Customer, but the Customer will pay Finnish VAT directly to the Finnish VAT authorities.

Business Finland Oy  
PR agency USA

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All the costs of the Service are included in the Prices in Appendix 2 (Price list) (e.g. Service Provider is not allowed to charge separate costs of the work of Project Lead or Backup for Project Lead). In other words, invoicing (including invoicing surcharge), mailing, copying, use of conventional design / office applications, material or application/software costs or other similar extras, administrative and office costs or Service fee supplements are not accepted.

The Service Provider cannot invoice any additional work related to Service that has not been separately approved in advance in writing by the Customer. The cost estimate of the Assignment specific offer is the so-called "ceiling price", which may not be exceeded in the Order without Customer's prior approval.

If the Assignment includes travel, the Service Provider must preapprove travel reimbursements from the Customer in advance (e.g. km / mail compensation, flight tickets, hotels, parking fees). Daily allowances are not accepted. The Service Provider shall not charge for travel time for journeys. Travel costs are paid against receipts. If expenses have not been agreed on in advance, the Service Provider does not have the right to charge the expenses.

The parties shall always separately and in advance agree on any other costs related to the implementation of the Service, and such expenses shall be reimbursed by the Customer according to the actual expenses. If expenses have not been agreed on in advance, the Service Provider does not have the right to charge the expenses.

## 12. Price Revisions

The first 12 months of the Contract, the prices (Appendix 2 Price list) are fixed. The Supplier has the right to propose revision of the prices for the first time 12 months after the entry into force of the Contract. A price change may apply to the unit prices of the Service listed in Appendix 2. A written, justified account of the price increase shall be given at the latest three (3) months prior to the planned entry into force of the revised prices.

The Customer will only accept true price increases corresponding to the general development of costs. The Supplier has the right to propose a price revision once a year at most and the maximum yearly increase of each revised unit price can be at most five (5) %

Acceptance of the price change proposal may change the priority order in Appendix 3 (priority order). During the contract period, the ranking is based on the overall economy (quality and price). The quality points Service Provider in the original tender cannot change and their weight value remains the same (25%). The price comparison is done with Appendix 2 (Price list), which has a weight value of 75% (more details Appendix 3). If the ranking of Service Providers changes

Business Finland Oy  
PR agency USA

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according to Appendix 3 (priority order), it will be updated accordingly to the Contract and informed to both Service Providers.

If there are significant changes in the general price level of the industry due to the increase in costs, and they have not been known or reasonably foreseeable by the Service Provider when pricing the tender, the Service Provider has the option, if necessary, to propose negotiation on price changes reflecting the industry changes with the Customer. In this case, the reason for the price reviewing cannot be dependent on the Service Provider's own actions or inaction. The Service Provider must notify the Customer in writing, after which the parties shall immediately initiate review negotiations.

If the Customer does not accept the price change proposal, it must notify the Supplier in writing. If the price change proposal is not accepted by the Customer, both parties have the option to terminate the Contract regardless of the duration of the Contract period complying with what has been agreed on termination in Section 24.

### 13. Invoicing and Terms of Payment

The Service Provider invoices the Customer monthly or as otherwise agreed, after the Service has been successfully performed. Invoicing must be in euros.

The payment for the procurement will be made against an invoice. The invoice shall fall due within twenty-one (21) days from the date of an acceptable invoice. The Service Providers are obligated to provide a report of the work performed and other expenses as the basis for invoicing (invoice itemization).

If the Customer does not pay the acceptable invoice by the due date at the latest, the Service Provider has the right to charge late payment interest in accordance with the Finnish Interest Act. An invoice paid on the due date is considered to be paid on time.

The Supplier's subcontractors cannot invoice the Customer directly.

Advance payments will not made without collateral. Invoicing charges will not be accepted. The parties are responsible for their own banking expenses, incl. if billing outside SEPA countries involves bank charges in foreign payments.

If reverse VAT is applied, VAT will not be charged. The VAT number of the Customer is [REDACTED]. Invoices must include the VAT number of the Service Provider and of the Customer. The following reference shall also be included: "[REDACTED] 'reverse charge'".

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The following information must be clearly included on each invoice: Salla Salovaara, PR Agency USA, 51/27/2024. The Customer is not obligated to accept any invoices not including the required identification information.

Invoicing shall be handled in electronic format using the following e-invoicing details:

E-invoicing operator: Basware Oy	
Business Finland Oy's e-invoice address/EDI code:	[REDACTED]
Basware Oy's operator ID:	[REDACTED]
Business Finland Oy's business ID:	[REDACTED]
Business Finland Oy's VAT ID:	[REDACTED]

The Service Provider invoices with e-invoices in accordance with European Standard (EN [REDACTED]).

The Customer can also accept electronic attachments related to the e-invoices. The recommended file format for the attachments is pdf. If it is not possible to send the invoice attachments via an operator, the attachments shall be sent by email to the Customer's contact person (see contact details in Clause 2).

#### 14. Complaints

If an error is detected in the Service, the Customer shall submit a complaint to the Service Provider within a reasonable time.

Review of the complaint and reporting of the completed corrective action must be given to the Customer within a maximum of two (2) business days from submitting the complaint to the Service Provider.

#### 15. Subcontractors

The Service Provider can use subcontracting in performing the service (Appendix 7 Subcontractors). If the Service Provider uses subcontractors, it shall be responsible for the work of its subcontractors as of their own work.

Subcontractor(s) must be in the professional and business register, has paid the taxes and social security contributions, and that the subcontractor is not subject to any mandatory

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exclusion criteria as described in section 80 of the Finnish Procurement Act (1397/2016) or subject to discretionary exclusion criteria as described in section 81 of the Finnish Procurement Act (1397/2016) and concession contracts.

During the contract period, replacing subcontractors is possible only if it does not result to significant or material changes of the contract, and only with the consent of the contracting authority. Every subcontractor used in service producing must be separately approved by Procurement Unit before starting to perform the service. Contracting Entity has the right to accept or reject suggested subcontractor.

The service may not be subcontracted in its entirety.

The Service Provider does not have the right to change the subcontractor named in the Contract or a subcontractor participating in the fulfillment of contractual obligations without the express consent of the Customer.

## 16. Liability insurance

The Service Provider has liability insurance for the provision of the Service, and the indemnity is sufficient when compared to the risks related to the provision of the Service. In the case of expert Services, liability insurance also covers pure financial losses, for which the Service Provider is liable under valid law. At the Customer's request, the Service Provider shall provide the Customer with a certificate of the validity and content of the liability insurance.

## 17. Intellectual Property Rights

Copyright and any other intellectual property rights to the documents and other end results of the assignment are the property of the Supplier.

Without prejudice to the Supplier's intellectual property rights or business secrets, the Customer has an irrevocable, royalty-free right to the materials resulting from the assignment. The right of use includes copying, making available to the general public, the right to modify, as well as the right of use, or the more limited right to pass on the materials. The right of use is temporally and geographically unlimited. The right of use covers all intended uses, both those that are currently known and any new intended uses that arise in the future.

In addition to the Customer, the results of the assignment can be used by the Customer's stakeholders and the Customer's customers within the limits of the aforementioned right of use.

Proprietary right and intellectual property rights to the Customer's materials are the property of the Customer or a third party and shall not be assigned to the Supplier. The Service Provider has

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the right to process the Customer's materials only for the purposes specified in the Contract. The Customer decides on the publication of the results. The Service Provider does not have the right to publish the result of the assignment or any part thereof without the Customer's written consent.

**18. Confidentiality and non-disclosure**

The parties shall maintain confidential materials they have received from the other party that have been marked as confidential or otherwise regarded as confidential or trade secrets and refrain from using the information for purposes other than those specified in the Contract. Information that is included in the confidentiality obligation are, among others, business and trade secrets, personal data and security arrangements. The parties are obligated to ensure that all of their employees and subcontractors, including persons employed by the subcontractor, are aware of and comply with this provision.

The non-disclosure obligation does not apply to information that is publicly available or public or that has been legally obtained by a party from a source other than the other party.

When the assignment is concluded or the Contract is terminated or cancelled, the parties shall return or, with the consent of the other party, destroy the other party's confidential materials. The materials shall, however, not be destroyed if law or statutory regulations require their retention.

If necessary, the Customer has the right to order, at its own expense, security clearances pursuant to the Security Clearance Act (726/2014) for the persons providing the Service.

The confidentiality and non-disclosure obligation remains in force after the end of the Contract period.

**19. Sanctions**

The European Union, OFAC and/or the United Nations have imposed and may impose sanctions in its legislation and/or in the decisions of its institutions in the future.

The Service Provider declares that the sanctions referred above have not been imposed to:

- the Supplier
- members of the administrative, management or supervisory body of the Supplier,
- persons exercising representative, managerial or regulatory authority in the Supplier,
- the direct or indirect owners of the Supplier,
- subcontractors involved in the supply of the Services under this Contract,

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- members of the administrative, management or supervisory body of the above-mentioned subcontractors or persons exercising representative, managerial or regulatory authority in the subcontractor, or the direct or indirect owners of the subcontractors.

The Service Provider must immediately notify the Customer if any sanctions are imposed on any of the parties mentioned above.

Additionally, the Service Provider declares that the activities under this Contract or the use of the Services provided by the Service Provider and its subcontractors do not violate the above-mentioned sanctions.

The Service Provider declares to provide the information of its direct or indirect owners, subcontractors, and other beneficiaries upon request. Furthermore, the Service Provider undertakes to notify the Customer immediately if the payments related to the procurement may end up to the party subject to the sanctions.

## 20. Data Protection

The Customer and the Service Provider shall each comply with the procedures laid down in the valid data protection legislation and regulations on the processing and protection of personal data.

The Service Provider is obligated to ensure that the Service it provides complies with the requirements of the currently valid data protection legislation and data protection Contract, taking into account, in particular, the provisions on built-in data protection and default data protection. The Service Provider shall ensure that the information it processes is properly protected against illegal or accidental loss, destruction, or misuse.

If the Service Provider provides a Service to the Customer in which the Service Provider acts as a processor of personal data for data included in a personal data register maintained by the Customer, the Customer's data protection appendix (terms and conditions for processing personal data) shall apply to this processing of personal data.

More information about the Customer's data protection practices is available at <https://www.businessfinland.fi/en/privacy-policy>.

## 21. Right to Use as Reference

The Service Provider has the right to include Customer in its list of customers. Furthermore, the Service Provider has the right to specify in connection with its reference list at a general level what kind of Service the assignment concerned.

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If the Service Provider wishes to describe the assignments in more detail as a customer reference or to provide the name of the Customer's contact person of for verification of the customer reference, the Service Provider shall request the Customer's consent. The Service Provider shall request the consent in due time. However, the Service Provider has the right to use the Contract as reference without requesting the consent of the Customer when submitting tenders to Contracting entities as laid down in procurement legislation.

## 22. Termination and Cancellation of the Contract and Assignment Order

### Assignment Order

The Customer has the right to terminate the Assignment Order by giving one (1) month's written notice, unless otherwise specified in the Assignment order. For the sake of clarity, Chapter 13 of the JYSE 2014 (Appendix 8) applies to the cancellation of the Assignment order.

### Contract

During the Contract period, the Customer has the right to terminate the Contract with a period of notice of three (3) months. If the period of notice is applied, any separate grounds for termination are not required.

During the Contract period, the Service Provider have the right to terminate the Contract with a period of notice of six (6) months. If the period of notice is applied, any separate grounds for termination are not required

If the Contract is terminated in accordance with the notice period, the Service Provider is bound to complete the Orders received during the notice period.

### General (Assignment Order and Contract)

Both parties have the right to terminate the Contract or Order in full or in part if the other party has materially violated its Contractual obligations or it is evident that a material breach of Contract will occur. If the breach can be rectified, the parties only have the right to terminate the Contract if the breach is repeated or the party that committed the breach has failed to correct its breach within 14 days of the other party's written notice of the breach.

If the Contract or Order is terminated due to a reason attributable to the Supplier, the Customer is obligated to pay the Service Provider at the time of the termination of the Contract or Order only payments of the work that the Service Provider has done. The Service Provider is obligated to immediately return to the Customer any payments already made for work that the Customer cannot utilize due to the cancellation or termination.

In all cases, the termination or cancellation of the Contract or Order shall be made in writing.

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**23. Damages**

A party has the right to receive compensation for direct damage caused by a breach of Contract of the other party.

If a party is obligated to pay damages for delay, a Service level penalty or any other Contractual penalty or compensation, the party is also obligated to pay damages insofar as the amount of damage exceeds the amount of the damages for delay, Service level penalty or other Contractual penalty or compensation.

A party cannot be held liable for the destruction, loss, or alteration of information or files of the other party and any costs arising from such destruction, loss, or alteration, such as the costs arising from the recreation of the data and files. However, this clause does not apply if the party is obligated to ensure the usability and availability of the other party's information and files according to the Contract, and the party has violated this obligation.

The parties cannot be held liable for indirect damage.

The limitations of liability in accordance with these terms and conditions do not apply to a case where a Contracting party has caused damage intentionally or through gross negligence. In addition, the limitations of liability do not apply in a case where a Contracting party has breached the non-disclosure obligation, general data protection regulation (GDPR) or violated intellectual property rights, copied or used the product in a manner that violates law or is in breach of the Contract, or has violated an export restriction or a restriction on conveyance. Additionally, the limitations of liability do not apply to a case where the Service Provider or its subcontractor taking part in the provision of the Service has violated the sanctions described in this Contract or if the Service Provider has neglected its obligation to provide information to the Customer regarding sanctions. For the sake of clarity, if the Service Provider violates the obligations described in this paragraph, the Service Provider is obliged to compensate the Customer for all indirect and direct damages caused by the actions of the Supplier.

**24. Transfer and Assignment**

The Customer has the right to assign its rights and obligations pursuant to the Contract to a third party to whom the duties performed by the Customer are assigned in full or in part. The Customer shall notify the Service Provider of the assignment in advance in writing.

Any other assignment of the Contract is only permitted based on an assignment Contract signed by both parties. A party does not have the right to prohibit assignment of the Contract without a justified reason.

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The Service Provider does not have the right to transfer the Contract or its contractual rights and obligations, even in part, to a third party without the prior consent of the Customer and an assignment agreement signed by both parties.

## 25. Disputes and applicable law

Any disputes arising from the Contract shall be first and foremost resolved in mutual negotiations between the parties.

If the parties are unable to resolve the dispute through mutual negotiations, the dispute shall be submitted to the Helsinki District Court for settlement. However, if the Service Provider's registered office is not in an EU or EFTA state, the following shall apply: if the dispute cannot be resolved through negotiations, any disputes arising from the Contract shall be ultimately resolved through arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one member. The arbitration venue shall be Helsinki and the language of the proceedings Finnish.

The Contract is governed by Finnish law, except for provisions on choice of law.

## 26. Appendices and their Order of Priority

Appendices to the Contract:

Appendix 1	Procurement description
Appendix 2	Price list
Appendix 3	Priority Order
Appendix 4	Project Lead and Backup for Project Lead
Appendix 5	Terms and conditions personal data
Appendix 6	Data Security Annex
Appendix 7	Subcontractors
Appendix 8	General Contractual terms for public procurement (JYSE 2014 Services, updated in April 2022)

In the event of any conflict between the Contract and its appendices, this Contract document shall have priority, followed by the appendices in numerical order from lowest to highest. However the data protection appendix shall have priority over the other appendices.

**BUSINESS  
FINLAND****CONTRACT**

17 (17)

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**27. Signatures**

This Contract has been signed electronically.

**Business Finland Oy (Customer)**Johanna Jäkälä  
Executive Director,  
Finland Promotion ServicesSalla Salovaara  
Head of International PR & Media  
International Marketing and PR**Thatcher & Company**Brad Thatcher  
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## 2 GENERAL INFORMATION

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This appendix describes the Service that is the subject of procurement. The Service Provider must produce Services as described in this Service Description.

## 3 CONTRACTING ENTITY DESCRIPTION

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Business Finland Oy (thereinafter "Customer") is the Finnish government organization for trade and investment promotion, innovation funding, travel promotion and talent attraction. Customer's goal is to offer a smooth, joint service path for our customers in Finland and abroad when they need innovation funding, advice in growing internationally, investing in Finland or bringing talents and visitors to Finland.

Customer's 750 experts work in over 40 offices globally and in 16 regional offices around Finland. Customer is part of the Team Finland network. The Team Finland network brings together all Finnish public internationalization services such as Customer, the Ministry for Foreign Affairs and VTT Technical Research Centre of Finland Ltd. The Team Finland network promotes Finland and boosts the success of Finnish companies abroad.

Finland Promotion Services is a Service Area of Customer consisting of operational units Invest in Finland, Visit Finland and Work in Finland. The Service Area is working on Commercial Country Image of Finland by complementing Finland's Nation Brand work, connecting export industries' requirements for Nation Brand support for increasing Finland's visibility and awareness globally, lowering the thresholds for Finnish companies to penetrate new markets, and creating growth and prosperity impact for the Finnish National Economy.

This work is accelerated through proactive international PR and media work, as earned media visibility is significant in credibility and value for Finland.

## 4 DESCRIPTION OF THE OBJECT OF THE PROCUREMENT

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### 4.1 OBJECT OF PROCUREMENT

Customer is looking for a PR agency (thereinafter "Service Provider") for its international PR and media relations work. The object of this procurement is PR agency services (thereinafter "Service") in USA.

Customer's role as Finland's trade and investment promotion organization is to build and raise awareness for Finnish international business opportunities and highlight those sectors where Finland has particular strengths.

Therefore, Customer has a need for dynamic PR services for trade promotion as well as investment and talent attraction in named themes. The aim of the PR services is to secure the most impactful earned media coverage for Finland's expertise, offering and companies to support their internationalization, ultimately resulting in leads and business for companies.

## 4.2 CUSTOMER'S THEMES

Service Provider must have experience of doing PR and media relations work at least from one (1) of the themes below. However, Service Provider must be able to conduct PR and media relations work also in themes from which it currently does not have experience.

The themes Customer promotes are based on Customer's strategic priorities and the identified five most significant future growth opportunities for Finland. The named themes currently include:

### 1. Digital transformation

- a) via digital transformation of businesses
- b) via critical technologies, services, and solutions for advanced digitalization
- c) via global digital collaboration

### 2. Energy transition

- a) in industries
- b) in transport and mobility
- c) in built environment

### 3. Zero waste transition

- a) via high-value bio-based materials and chemicals
- b) via circularity-based mining, metals, and minerals
- c) via circularity enabled by data and service business

### 4. Prioritizing chronic diseases, aging, cancer, and mental health

- a) personalized digital health
- b) preventive and sustainable healthcare

### 5. Immersive digital life

- a) by enabling tech and architectures
- b) by human-centric experiences
- c) by industry-specific virtual worlds

At the moment, Customer's PR and media relations work is focused in theme number 2. Energy transition in industries, transport and mobility, and built environment.

## 4.3 THE GOAL OF THE PROCUREMENT

The goal of the procurement is to create awareness for Finland and the Finnish offering in named themes (current themes are listed in point 4.2 Customer's themes) in mutually defined media outlets through active PR and media relations work. The target audiences include the customers of Customer's own customers abroad, investors, public and private sector decision makers as well as international talents.

Successful PR service includes:

1. Securing best earned coverage for Finland and the Finnish offering in named themes by planning and implementing successful PR and media activities in close cooperation with the Customer's employee responsible for Customer's international PR and media work.

2. Acknowledging that Customer very rarely has actual news to share, and that the PR work is based on storytelling and identifying the Finnish strengths which can be of particular interest to our target audience, creating an innovative PR angle and messaging, and bringing messages to identified media.

3. Having the best knowledge about the local media landscape and excellent networks making it possible to engage those media which best reach the audiences we are speaking to and attract significant attention to Finland.

4. Service Provider has a named Project Lead and Backup for Project Lead for the Customer. Named Project Lead ensures the Service is performed and is the main contact person for the Customer. This is to ensure the development of insight to Customer's needs and objectives in the long term.

Procurement goals are monitored and measured in the number of media hits and other key performance indicators listed below in point 5.3.3. The goals and quality criteria for media hits are precisely defined at the start of each assignment. The Service Provider is obliged to report to the Customer as stated in section 5.3.2 in this document.

#### **4.4 WAYS OF WORKING WITH THE CUSTOMER**

The Service is performed in cooperation with Customer's PR professional and the Service Provider. Customer's PR professional assists the Service Provider to identify and define the topics, relevant industries, Finnish companies and subject matter experts at Customer, etc. for each assignment. Customer's PR professional supports the preparation and execution of the PR activities by providing necessary initial background information, contact information of Finnish companies and subject matter experts at Customer and by providing comments and feedback to the materials produced. Customer's PR professional can partake in the execution of a PR activity, when necessary, or be seen as value adding for impact and success of the outcome. This can include e.g. production of the content or participation at an event.

#### **4.5 WHAT WE ARE LOOKING FOR AND VALUE IN A SERVICE PROVIDER**

The Service Provider must have experience working in PR and media relations. The Customer appreciates creativity and ingenuity. Identifying topics and creating the PR angle must not be the sole responsibility of the Customer. The Service Provider must have excellent project management skills.

The goal is that the cooperation between Customer and Service Provider is confidential, inspiring, and mutually rewarding for both parties, resulting in comprehensive visibility for Finland in the chosen theme.

## **5 SERVICE DESCRIPTION**

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### **5.1 GENERAL**

The Customer and the Service Provider agree on the implementation steps of the Service at the beginning of the contract period in the kick-off meeting. The Fulfillment of the Service is monitored during the Contract period and, as necessary, issues related to the implementation are reviewed together.

More information on Contract compliance is found from Contract section 7.

### **5.2 SERVICE ASSIGNMENTS**

Customer orders the Service on a per assignment basis. Assignment order may consist of one activity, or a combination of activities.

Service Provider must consult the Customer and propose own suggestion for best innovative tactics to ensure coverage on the chosen topic. Customer makes the final decision on the topic and approves the chosen PR angle and messaging per assignment.

Project Lead and Back up Project Lead are named into every Assignment.

The Customer and the Service Provider initiate individual Orders as a general rule: request for quotation - offer - order - order confirmation - by procedure, for example by e-mail. Scope, content, goals, schedule, ceiling price of the Service included in the assignment, The persons participating in service provision and other essential matters are always agreed separately in the project-specific Assignment.

The cost estimate of the Assignment specific offer is the so-called "ceiling price", which may not be exceeded in the Order Customer's prior approval. The Customer can also use the so-called reverse procedure, whereby the Customer asks the Service Provider for an Assignment offer in advance of the Customer's specified ceiling price. It is possible for the Customer to request clarifications to the offer.

The Service Provider must always confirm the order in writing with an order confirmation.

### 5.2.1 TYPICAL ASSIGNMENT

Assignment typically includes:

- 1 x kick off meeting per Assignment and follow up meetings as agreed (please see section 6.3.2)
- Developing a light PR strategy including:
  - Identifying the approach which can be of particular interest to the target audience of the Assignment in question
  - Creating an innovative PR angle and messaging in cooperation with Customer based on the proposal and material presented by Customer (Customer's expertise)
  - In cooperation with the Customer and the Service Provider agreeing on the goals and KPI's of the Assignment in question: defining the targeted number of media hits and other quality criteria
- Identifying appropriate media for each Assignment and creating targeted media lists comprising of Tier 1 (business) media and widely-read industry-specific media relevant to chosen theme.
- Distribution and pitching of press releases and similar press assets, monitoring the effectiveness of the pitching and, if necessary, re-pitching.
- Securing and staffing of all associated press briefings and interviews (including briefing materials and follow-up), as well as background work and fact finding to support journalists.
- Briefing Customer's spokesperson(s) for media meetings and compiling briefing materials, if necessary. Briefing is arranged separately as needed.
- Handling all contacts made by local media related to Customer, coordinating interview requests and arranging interviews.
- Development of project plans and materials management.
- Continuous media monitoring and reporting as per Assignment (please see section 5.3.2)

**Customer can separately order for example following Services:**

- Creating a press release or similar type of press asset (press material) equivalent to same workload (e.g. byline, blog, pitch) for USA.

- Supporting Customer's PR and marketing campaigns with PR functions including:
  - inviting media to already established events
  - putting together PR proposals for campaigns
  - distributing campaign related press materials
  - vetting participants for marketing campaigns
- PR and media support for a media trip including:
  - Preparing a list of media to be invited, inviting media representatives to the trip, correspondence with journalists, secure agreed number of media for the trip, and booking flights, if required
  - Media monitoring and media coverage reporting on media hits arising as a result of the media trip on the market
- PR and media support for a physical, virtual or hybrid PR event in the market (this can also be an event coinciding with a high-level visit) including:
  - Client liaison on event format and concept
  - Coordinate A/V setup as needed
  - Propose target media list, invite media, RSVP and secure agreed number of media for the event
  - Creation, distribution and coordination of press materials, e.g. press release, as needed
  - Securing interviews with spokespeople before/after the event and if possible, on site
  - Onsite support from PR agency staff for the event as needed
  - Coordination of press materials as needed
  - Follow up to secure coverage as needed
  - Project report of activities, editorial coverage and clippings generated
- PR and media support at international fairs (where journalists from many countries are in attendance eg. Mobile World Congress) or fairs in target market including:
  - Putting together PR proposals in cooperation with Customer and possible other stakeholders
  - Propose target media list, invite media, RSVP and secure agreed number of media for the event
  - Creation, distribution and coordination of press materials, e.g. press release, as needed
  - Securing interviews with spokespeople before/after the fair and if possible, on site
  - Onsite support from PR agency staff for the event as needed
  - Follow up to secure coverage as needed
  - Project report of activities, editorial coverage and clippings generated
- Creating a media analysis on your market, brief and guidelines provided by Customer.
- Organizing media training for Customer's spokespeople
- Organizing social media training for Customer's spokespeople
- Providing a PR and media relations expert to work an agreed number of hours for Customer, doing PR and media relations work in the market

- Supporting Customer in issues management cases
- Supporting Customer in marketing communications activities, such as content production for digital channels

### 5.3 OTHER REQUIREMENTS REGARDING THE SERVICE

#### 5.3.1 SEAL OF APPROVAL

Creation of press material must follow/adhere to the contents of the briefing document, when provided, and include a briefing meeting with Customer's spokesperson or other subject matter specialist, when agreed.

The topic, PR angle and messaging of the press release or similar press asset must be approved by Customer before starting the work. The schedule and final issue date for press release of similar press asset must be agreed between Customer and Service Provider upon starting the creation of press material.

Finalizing of press material must include as many commenting rounds as needed. Final approval of the press releases or similar press assets must be in writing (in email).

Service Provider must provide the Customer with the press material that has been sent out to media, including the list of media that it was sent to upon request.

Service Provider must get the Customer's approval for additional pitch ideas and, upon request, provide the pitch that has been sent out to media including the list of media that it was sent to.

#### 5.3.2 REPORTING

The Service Provider must report to the Customer as per assignment on the PR activities, acquired media coverage, conclusions and recommendations for next steps in the closing meeting of each assignment.

Requirements for reporting:

- Service Provider must monitor media and submit a media coverage report to be delivered by the end of each assignment. Customer expects Service Provider to use given templates for media reporting (reporting is done in Excel provided by the Customer and data to be filled includes e.g. theme, article headline, media outlet, media type, origin of coverage etc).
- Create a coverage report by using a written reporting format agreed between Customer and Service Provider.
- Provide follow-up on coverage results of press releases and other press assets, media tours, PR events, fairs and high-level visits in an agreed written report format, if requested.

Customer does not cover the costs of Service Provider's own media and/or social media monitoring system or cost of print, TV, radio or social media clippings.

#### 5.3.3 KEY PERFORMANCE INDICATORS (KPIs)

On an annual level, Customer monitors the following key performance indicators in international earned media work:

- Number of media hits
- Reach
- Tone

- Visibility Score
- Prominence
- Brand Building Effect
- Publicity Value

Number of media hits and Reach must be provided by Service Provider. Other values are calculated by Retriever – Customer’s media monitoring partner – on a quarterly basis. Customer and Service Provider will go through these at the start of the contract period.

## 6 MEETINGS

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### 6.1 GENERAL

Meeting costs must be included in the Service prices (appendix 2 Price list) (Excluding travel costs e.g. if Customer wants the Service Provider to travel to Finland, costs are paid by the Customer and always agreed in beforehand.

Meetings are held according to actual need. As a general rule, the number of meetings will be as set out below.

### 6.2 MEETING IN THE BEGINNING OF THE CONTRACT PERIOD (INTRODUCTORY MEETING)

At the beginning of the contract period, the Customer and the Service Provider hold a meeting together. Essential issues related to service provision are reviewed at the meeting.

Customer presents the Customer's framework for PR and media relations work, Customer’s annual plan and overall goals for international PR and media work, annual KPIs and targets, named themes, main messages and most important stakeholders, as well as where useful information and inspiration can be found.

Service Provider presents first initial plan including local insight on best innovative tactics to create coverage for Finland and Finnish offering in Customer’s focus PR theme number 2. Energy transition in industries, transport and mobility, and built environment in the market. Service Provider presents the initial list of identified appropriate media for the PR activities in the market consisting of local Tier 1 (business) media and widely read industry-specific media, as well as other relevant media to Customer.

Meeting is held remotely unless together otherwise agreed.

Service Provider is responsible for creating the agenda for the meeting. The agenda must be delivered to the Customer no later than one (1) day before the meeting.

The Service Provider is obliged to make a memorandum of the meeting and distribute the memorandum to the Customer as soon as possible after the meeting.

### 6.3 ASSIGNMENT SPECIFIC MEETINGS

Meetings are held per Assignment according to the needs of Customer. Meetings are agreed separately upon starting the Assignment in cooperation with Customer and Service Provider. Typically, the meetings as per Assignment are kick-off meeting, follow up meetings and briefing meeting(s) as agreed, closing meeting, and possible other meetings as seen necessary.

All meetings are held remotely unless together otherwise agreed.

Service Provider is responsible for creating the agenda for various meetings. The agenda must be delivered to the Customer no later than one (1) day before the meeting.

The Service Provider is obliged to make a memorandum of the meeting and distribute the memorandum to the Customer as soon as possible after the meeting.

### **6.3.1 MEETING IN THE BEGINNING OF THE ASSIGNMENT (KICK OFF)**

At the beginning of each Assignment, the Customer and the Service Provider hold a meeting together and review the essentials of the service provision regarding the assignment and the elements necessary to create a light PR strategy (please see point 5.2.1).

In the meeting, Customer and Service Provider together discuss and plan the PR activities as per assignment. Both the Customer and Service Provider are responsible for presenting proposals and ideas for PR activities including the topic, suggestion for PR angle and initial messaging. The need for a briefing meeting is agreed at the same time. A briefing meeting will be held, if necessary, with a person of the Customer's choice.

In the kick-off meeting Customer and Service Provider agree on the on the goals and KPI's of the assignment in question: defining the targeted number of media hits and other quality criteria (for more information on the KPI's, please see point 5.3.3 "Key Performance Indicators").

### **6.3.2 FOLLOW UP MEETINGS**

The Customer and the Service Provider agree on for example weekly or bi-weekly meetings on the basis of what is necessary to complete the assignment in question in schedule. The duration of the meetings are approx. 15–60 min. The followup meetings discuss issues related to and affecting the production of the Service (status review and review of work in progress, schedule planning, content planning, etc.) as well as possible complaints, etc.

### **6.3.3 CLOSING MEETING INCLUDING REPORTING AND FEEDBACK**

At the end of the assignment, Customer and Service Provider hold a closing meeting with a duration of approx. 30–60 min. The meeting includes a review of the coverage report prepared by Service Provider, conclusions presented by Service Provider about the PR activities and proposals for possible follow-up activities, as well as giving feedback.

### **6.3.4 BRIEFING MEETING (AS NEEDED)**

The Customer and the Service Provider hold a briefing meeting with a duration of approx. 30–60 min. The purpose of the briefing meeting is to provide more information and insight about the topic of the assignment from the subject matter specialist(s) chosen by the Customer. The meeting is always preceded by careful completion and submission of the briefing document by Customer to Service Provider for consultation well in advance of the meeting.

## **7 REQUIREMENTS FOR THE SERVICE PROVIDER**

Service Provider must be able to provide the Service locally in USA e.g. either through local office or subsidiary.

Service Provider must have experience and ability to do PR and media relations work in the B2B context within USA.

Service Provider must ensure that it has enough resources to complete agreed activities agreed as per Assignment.

Service Provider must carry out its services using its own equipment, systems and on its own premises.

Service Provider is expected to create, maintain and update a relevant media contact database for the purposes of Customer.

Service Provider is expected to participate in an annual service review meeting at a time and in a manner defined by Customer, if so requested.

Service Provider is expected to cooperate with other PR agencies outside their own partner agency network, if needed. These agencies are defined by Customer.

The Service includes liaising as needed with Customer's representatives, Finnish company or other stakeholders' spokespeople such as Finnish Embassy representatives.

Service Provider (at least 1 person) is expected to travel to Finland for annual training, if so requested. Travel costs such as flights, accommodation, etc. will be at the expense of Customer. Costs need to be agreed in advance by Customer.

Service Provider is expected to attend events in the market organized by Customer, Embassy of Finland or any other Team Finland member, if so requested. Travel costs such as flights, accommodation, etc. will be at the expense of Customer. Costs need to be agreed in advance by Customer.

## **7.1 COMMUNICATION RESPONSE TIME**

Service Provider must acknowledge receipt of the request (e.g Assignment Order) within the next two (2) business days after the request is sent.

In crisis situations, the Customer contacts the Service Provider (or vice versa) and the measures must be started as soon as possible. The Customer and the Service Provider agree on the process in more detail during the contract period.

## **7.2 PERSONNEL - PROJECT LEAD AND BACKUP FOR PROJECT LEAD**

Service Provider appoints a Project Lead and a Back-up Project Lead who ensures the Service is performed. Project Lead and Back up Project Lead are signed in to every Assignments. Project Lead is the main contact person for the Customer. Project Lead and a Back-up Project Lead must be PR professionals. The Service Provider delivers their contact information of the Project Lead and a Back-up Project Lead for the Customer.

The Service Provider shall use individuals possessing suitable competence and experience for providing the service and described in points 7.2.1 and 7.2.2.

### **7.2.1 THE PROJECT LEAD**

The Project Lead actively manages the PR work and is accountable to Customer for its success. The Project Lead fulfills the following minimum requirements:

- At least three (3) years of experience working in a PR agency and/or B2B company, where the work mainly (at least 70% of the working time) consists of tasks in PR and media relations, for example liaising with journalists and media representatives, creating press releases and supporting materials, organizing press conferences and media tours, coordinating PR campaigns, managing thought leadership work, managing crisis communication. Working as a representative of media (Journalist, Editor or equivalent) can also be seen as a similar experience.

- Fluent in English (native or full professional proficiency) both orally and in writing.
- Fluent in English (full professional proficiency) both orally and in writing.
- Customer has the right to request a CV during the contract period.

### 7.2.2 BACKUP FOR PROJECT LEAD

During the Project Lead's short absence the Backup for Project Lead acts as a backup and is available for ongoing tasks. The Backup for Project Lead fulfills the following minimum requirements:

- At least two (2) years of experience working in a PR agency and/or B2B company, where the work mainly (at least 70% of the working time) consists of tasks in PR and media relations: for example liaising with journalists and media representatives, creating press releases and supporting materials, organizing press conferences and media tours, coordinating PR campaigns, managing thought leadership work, managing crisis communication. Working as a representative of media (Journalist, Editor or equivalent) can also be seen as a similar experience.
- Fluent in English (native or full professional proficiency) both orally and in writing.
- Fluent in English (full professional proficiency) both orally and in writing.
- Customer has the right to request a CV during the contract period.

### 7.3 PERSONNEL CHANGES

The Service Provider does not have the right to change the Project Lead and a Back-up Project Lead without the prior approval of the Customer. If the Project Lead and / or a Back-up Project Lead change, the Service Provider is responsible for familiarizing the content of this Contract to new Project Lead and a Back-up Project Lead.

The above said does not prevent personnel changes due to reasons beyond the control of the Service Provider, such as illness, family leave, or resignation, however, the Service Provider's obligation is to verify the existence of the mentioned reasons beyond his control. In this case, the Service Provider must provide a replacement for the key person with appropriate competence and experience. The Customer's approval is required for the assignment of any new key person.

The Customer has the right to request the Service Provider to replace the Project Lead or Backup for Project Lead, if the Customer has sufficient reason for doing so. A sufficient reason may be that complaints about the Project Lead or Backup for Project Lead has been made by the Customer to the Service Provider. After the complaint, Customer and the Service Provider must discuss the matter in writing and if the situation doesn't improve the Service Provider shall replace immediately the Project Lead or the Backup for Project Lead. The Service Provider must propose a new Project Lead or Backup for Project Lead to the Customer as soon as possible. New Project Lead's or Backup for Project Lead's competence and experience shall be at least equal to the minimum requirements specified in the point 7.2.1 and 7.2.2.

#### Absences during the Assignment

In case of a Project Lead and / or Backup for Project Lead simultaneous absence during an ongoing Assignment, the Customer shall be notified of the person who temporarily replaces the Project Lead and Backup for Project Lead. Person must meet the competence and experience equal to the minimum requirements specified in the point 7.2.1 and 7.2.2.

Appendix 2 Price list  
PR AGENCY SERVICES USA  
51/27/2024

**BUSINESS  
FINLAND**

Service Provider:	Thatcher & Company
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**FILLING INSTRUCTIONS**

Net prices are in euros (€) to two decimal places (VAT 0%).

The prices must include all the Service specified in the contract.

Position	Service	Unit	Price €/ unit (with two (2) decimal places, VAT 0%)
1	Creating a light PR strategy per assignment (Appendix 1 Procurement description)	strategy	3 500,00 €
2	Creating a PR and media relations strategy, brief and guidelines provided by Customer. The content and the scope of the strategy will be defined in the Assignment.	hour	240,00 €
3	Creating a press release or similar type of press asset (press material) equivalent to same workload (e.g. byline, blog, pitch) including distributing and pitching, media monitoring and coverage reporting. The price includes an English translation of the text for Customer's approval.	press release or a similar press asset	1 500,00 €
4	Pitching a story and interview including coordination	hour	180,00 €
5	Creating a media analysis of the market, brief and guidelines provided by Customer.	hour	150,00 €
6	Supporting marketing campaigns with PR activities including e.g. PR activity planning, drafting and distribution of press material, securing interviews with campaign spokespeople in the market, follow-up and reporting.	hour	180,00 €
7	A media tour or event program has been prearranged by Customer. Help is needed in preparing a list of media to be invited, inviting media representatives to the trip, correspondence with journalists, securing agreed number of media representatives for the trip/event and booking flights (if required), and media monitoring and media coverage reporting	hour	240,00 €
8	PR and media support for a physical, virtual or hybrid PR event. This can also be an event coinciding with a high-level visit. - Client liaison on event format and concept - Coordinate A/V setup as needed - Propose target media list, invite media, RSVP and secure agreed number of media for the event - Creation, distribution and coordination of press materials, e.g. press release, as needed - Securing interviews with spokespeople before/after the fair and if possible, on site - Onsite support from PR agency staff for the event as needed - Follow up to secure coverage as needed - Project report of activities, editorial coverage and clippings generated	hour	240,00 €
9	Supporting at fairs with PR activities including - Putting together PR proposals in cooperation with Customer and possible other stakeholders - Propose target media list, invite media, RSVP and secure agreed number of media for the event - Creation, distribution and coordination of press materials, e.g. press release, as needed - Securing interviews with spokespeople before/after the fair and if possible, on site - Onsite support from PR agency staff for the event as needed - Follow up to secure coverage as needed - Project report of activities, editorial coverage and clippings generated	hour	180,00 €
10	Media training - online Example case: Organizing 2 hours media training for Customer's spokespeople.	training	2 400,00 €
11	Media training - onsite Example case: Organizing 8 hours media training for 6 Customer's spokespeople.  The Customer is responsible for providing venue and for the related costs. Excluding travel costs, which will be agreed separately.	training	12 000,00 €
12	Social media training - online Example case: Organizing 2 hours social media training for Customer's spokespeople.	training	2 400,00 €
13	Social media training - onsite Example case: Organizing 8 hours social media training for 6 Customer's spokespeople.  The Customer is responsible for providing venue and for the related costs. Excluding travel costs, which will be agreed separately.	training	12 000,00 €
14	Supporting in issues management cases	hour	800,00 €
15	Supporting in marketing communications activities, such as content production for digital channels.	hour	180,00 €

The following Service Providers for PR Service USA is selected on the basis of the call for tenders comparison criteria:

1. Thatcher And Company, total comparison points 100,00
2. Miltton Oy, total comparison points 64,97

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**PRICE COMPARISON:**

1. PRICE, weight in comparison 75 %

During the contract period, if the prices of the Service Provider change, the price comparison will be made according to the weighting factors and formulas published in the call for tender "BFOY/51/27/2024 / PR agencies (USA, Germany, France)" dated 20.5.2024.

The total comparison price is formed in appendix 2 (price list) when the position-specific unit prices are added together. NOTE! For all Finnish tenderer's and also those foreign tenderer's who use reverse VAT the price is given and compared excluding VAT. If a foreign tenderer does not use reverse VAT, the price including VAT will be compared.

PRICE POINTS: The cheapest price gets 75.00 price points. The calculation formula for the price points of other offers is "the cheapest comparison price / the tenderer's reference price x 75.00 price points".

2. QUALITY, max 37 quality points, total weight in comparison 25 %

Quality scores obtained by the service provider in the call for tenders comparison:

Criteria	Miltton Oy	Thatcher And Company
Quality comparison points	21,62	25,00

## Appendix 4 Project Lead and Backup Project Lead

<b>Service Provider</b>	Thatcher & Company 1501 Broadway, Floor 27 New York, NY 10036 +1 (212) 580-0998
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SERVICE PERFORMERS		
<p>Service Provider appoints a Project Lead and Backup for Project Lead who ensures the Service is performed. Project Lead is the main contact person for the Customer. Project Lead and a Backup for Project Lead must be PR professionals. The Service Provider delivers their contact information of the Project Lead and a Backup for Project Lead for the Customer.</p> <p>Please see more requirement concerning Project Lead and Backup for Project Lead from appendix 1 (Procurement description) point 7.2. Project Lead and Backup for Project Lead</p>		
THE PROJECT LEAD - Suitability requirement		
<p>Named Project Lead</p> <p>Please fulfill:</p> <ul style="list-style-type: none"> <li>- name</li> <li>- email address</li> <li>- telephone number</li> </ul>		<p>Diana Risetto drissetto@thatcherandco.com +1 (732) 397-1927</p>
<p>At least three (3) years of experience working in a PR agency and/or B2B company. Experience must be from last five (5) years.</p> <p>- the work has mainly (at least 70% of the working time) consists of tasks in PR and media relations, for example liaising with journalists and media representatives, creating press releases and supporting materials, organizing press conferences and media tours, coordinating PR campaigns, managing thought leadership work, managing crisis communication. Working as a representative of media (Journalist, Editor or equivalent) can also be seen as a similar experience.</p>		yes
<p>Fluent in English (native or full professional proficiency) both orally and in writing.</p>		yes
BACKUP FOR PROJECT LEAD - Suitability requirement		
<p>Named Backup for Project Lead</p> <p>Please fulfill:</p> <ul style="list-style-type: none"> <li>- name</li> <li>- email address</li> <li>- telephone number</li> </ul>		<p>Leighton Schneider leighton@thatcherandco.com +1 (203) 644-9975</p>
<p>- At least two (2) years of experience working in a PR agency and/or B2B company. Experience must be from during last five (5) years.</p> <p>- the work has mainly (at least 70% of the working time) consists of tasks in PR and media relations: for example liaising with journalists and media representatives, creating press releases and supporting materials, organizing press conferences and media tours, coordinating PR campaigns, managing thought leadership work, managing crisis communication. Working as a representative of media (Journalist, Editor or equivalent) can also be seen as a similar experience.</p>		yes
<p>Fluent in English (native or full professional proficiency) both orally and in writing</p>		yes

**DATA PROTECTION APPENDIX: Terms and conditions for the processing of personal data****1. General**

- 1.1. This appendix, "Terms and conditions for the processing of personal data", is part of the currently valid contract between the Customer (Business Finland Oy) and the Supplier ("the Contract").
- 1.2. This appendix defines terms and conditions for the processing of personal data and data protection binding on the Customer and the Supplier in accordance with which the Supplier, upon the Customer's assignment, shall process personal data on behalf of the Customer. No separate compensation is to be paid for the Supplier's actions and obligations described in these terms and conditions, unless otherwise agreed in these terms and conditions.

**2. Roles of the parties in the processing of personal data**

- 2.1. When personal data is being processed, the Customer is the controller and the Supplier is the processor, unless otherwise specified based on the purpose of the processing of personal data. In these terms and conditions, "Customer's personal data" refers to personal data for which the Customer is responsible as the controller.
- 2.2. The subject-matter, nature, and purpose of the processing of personal data, as well as the types of personal data, categories of data subjects, and transfers of personal data are described in schedule 1 (Description of processing operations) of this appendix. The Supplier undertakes to comply with the terms, conditions, and descriptions set out in the Contract, this appendix and its schedules, and other instructions provided by the Customer. The Customer is responsible for the maintenance and availability of the instructions.
- 2.3. If a description of the processing activities in accordance with Clause 2.2 has not been prepared or it is incomplete, the Customer shall prepare or supplement the description of the processing activities in cooperation with the Supplier, as necessary.

**3. General obligations of the Supplier**

- 3.1 The Supplier shall process personal data only in accordance with the Contract, the instructions given by the Customer and EU data protection law ("Data Protection Law"), including with regard to transfers of personal data to a third country or an international organization, unless required to do so by EU or EU Member State law to which the Supplier is subject; in such case the Supplier shall inform the Customer of that legal requirement before processing, unless that EU or EU Member State law prohibits such information on important grounds of public interest.

- 3.2 The Supplier shall take appropriate technical and organizational measures to ensure that the processing of the Customer's personal data takes place in accordance with the requirements of the Contract and the agreed practices. The purpose of the measures is to ensure lawful processing of personal data and the confidentiality, integrity, availability, and failure tolerance of processing systems and services.
- 3.3 The Supplier shall not process or otherwise utilize the personal data it processes on the basis of the Contract for purposes other or to extent other than those specified in the Contract.
- 3.4 The Supplier shall name a data protection officer or a contact person responsible for data protection for communication pertaining to the Customer's personal data. The Supplier shall submit the contact details of the data protection officer or contact person to the Customer in writing.
- 3.5 At the Customer's request, the Supplier shall make available to the Customer any data the Customer requires for the purpose of demonstrating compliance with its obligations as the controller and the Supplier's obligations, and, upon request, participate in the preparation and maintenance of the descriptions and other documents for which the Customer is responsible, including but not limited to an impact assessment, and in prior consultation in accordance with the data protection legislation. Unless otherwise agreed, the Supplier has the right to charge the Customer at the prices agreed in the Contract if the Supplier incurs any additional expenses from such assistance. The Supplier is obligated to inform the Customer in advance of any additional expenses incurred.
- 3.6 The Supplier shall inform the Customer without delay of any requests made by data subjects concerning the exercise of the rights of the data subject. The Supplier shall not respond to such requests itself. The Supplier shall assist the Customer in complying with its obligation to respond to such requests. Actions to be taken by the Supplier based on such requests include but are not limited to assistance from the Supplier in communication with the data subject, realizing the data subject's right of access, correcting or erasing personal data, implementing a restriction of processing, or transferring the data subject's personal data from one system to another. Unless otherwise agreed, the Supplier has the right to charge the Customer at the prices agreed in the Contract if the Supplier incurs any additional expenses from such assistance. The Supplier is obligated to inform the Customer in advance of any additional expenses incurred.
- 3.7 The Supplier shall permit audits performed by the Customer or an auditor authorized by the Customer and participate in such audits. More detailed terms and conditions concerning the audit procedure are included in the Contract.

#### **4. Customer's instructions**

- 4.1. The Supplier shall comply with the terms and conditions set out in the Contract and these special terms and conditions and the Customer's written instructions when processing the Customer's personal data. The Customer is responsible for the maintenance and availability of

the instructions. The Supplier shall inform the Customer without undue delay if the instructions given by the Customer are incomplete or if the Supplier suspects that they are unlawful.

- 4.2. The Customer has the right to revise, supplement, and update the instructions given to the Supplier concerning the processing of personal data and data protection. If any revision of the instructions results in changes other than minor changes related to the services in accordance with the Contract, an agreement on their impact shall be made through a change management procedure in accordance with the Contract.

## **5. Service personnel**

- 5.1. The Supplier shall ensure that all persons in its service who have the right to process the Customer's personal data are committed to complying with the terms and conditions on confidentiality laid down in the Contract or are subject to a statutory confidentiality obligation.
- 5.2. The Supplier shall ensure that each person in its service who has access to the Customer's personal data is aware of their obligations concerning the processing of personal data and will only process the data in accordance with the Contract, these special terms and conditions and the Customer's instructions.

## **6. Subcontractors processing personal data**

- 6.1. Insofar as the Supplier uses subcontractors to process personal data, the terms and conditions specified in this appendix shall apply to the subcontracting. If the Supplier allows its subcontractors to use subcontractors, the Supplier is obliged to contractually ensure that the obligations described in this appendix also apply to the subcontractors of the subcontractors.
- 6.2. If the Supplier's subcontractor is to process the Customer's personal data, the use of the subcontractor requires the Customer's prior written consent. At the time of signing the Contract, the Customer has authorized the use of subcontractors specified in schedule 2 (Subcontractors used in personal data processing) of this appendix. If requested by the Customer, the Supplier shall provide the Customer with a list of the subcontractors of the subcontractors.
- 6.3. The Supplier shall enter into a written agreement with the subcontractor in which it commits the subcontractors it uses to comply, in their part, with the Supplier's obligations laid down in the Contract, this appendix and with currently valid instructions given by the Customer on the processing of personal data. The Supplier shall ensure that the Customer's auditing right in accordance with the Contract also applies to the subcontractor.
- 6.4. The Supplier is responsible to the Customer for the work of the subcontractor and subcontractor's subcontractor as for its own. The Supplier is obligated to ensure that the subcontractor complies, in its part, with the obligations of a processor. If the Customer justifiably considers that the Supplier's subcontractor has not complied with its data protection obligations, the Customer has the right to require the Supplier to change the subcontractor.

6.5. The Customer shall be notified in advance of any changes to subcontractors involved in the processing of personal data. The notification shall include a description of how the subcontractor will process the Customer's personal data in accordance with Data Protection Law. The Customer has the right to object to the proposed subcontractor for a justified reason.

## **7 Place of service**

7.1 All the Customer's personal data shall generally be processed solely within the European Economic Area. The Supplier shall have the limited right to process the Customer's personal data outside of the European Economic Area as specified in Schedule 1 below. The terms and conditions in the Contract and these special terms and conditions on the processing of personal data also apply to enabling access to the Customer's personal data through a remote connection, for example.

7.2 As the parties have agreed that the Customer's personal data may be transferred to a location outside the European Economic Area as specified in Schedule 1 below, the parties shall ensure that the transfer of personal data will be carried out in accordance with Data Protection Law. To the extent personal data is transferred outside of the European Economic Area to a country which has not been issued an adequacy decision by the European Commission in accordance with Data Protection Law, the parties shall comply with their respective obligations laid down in schedule 3 (Supplementary contractual terms for transfers of personal data to third countries) and schedule 4 (SCCs) of this appendix.

7.3 In addition to local laws and regulations, this appendix applies also to situations where the Supplier processes on behalf of the Customer personal data originated from outside of the European Economic Area.

## **8 Data security breaches**

8.1 The Supplier shall notify the Customer in writing without undue delay of any personal data breaches it has detected. In addition, the Supplier undertakes to inform the Customer without undue delay of any other disturbances or problems in the service that may influence on the position and rights of data subjects.

8.2 The Supplier shall provide the Customer with at least the following information about a data security breach:

- i. a description of the data security breach, including the categories of data subjects concerned, the estimated number of data subjects, and the types and estimated number of personal data to the extent known;
- ii. the name and contact details of the data protection officer or other responsible person from which further information can be obtained;
- iii. a description of the likely consequences of the data security breach; and

iv. a description of the measures proposed or already taken by the Supplier as a result of the data security breach and, if necessary, measures to mitigate any adverse effects.

8.3 If the Customer conducts its own risk assessment of the data breach, the Supplier shall provide the Customer with the information necessary for the risk assessment for the activities for which it is responsible.

8.4 Once a personal data breach has been discovered, the Supplier shall immediately take the measures agreed upon in the Contract or, if the Contract does not include any such measures, take such measures as are necessary to eliminate the data security breach and limit and eliminate its effects.

## **9 Termination of the processing of personal data**

9.1 During the validity of the Contract, the Supplier does not have the right to delete any personal data processed on behalf of the Customer without the Customer's consent.

9.2 When the Contract is terminated or cancelled, the Supplier shall return to the Customer all personal data processed on behalf of the Customer and destroy any copies of the personal data from its own file copies, unless otherwise agreed. The data shall not be deleted if the Supplier is required to retain the personal data under EU law or EU Member State law.

**SCHEDULE 1 - DESCRIPTION OF PROCESSING OPERATIONS****1. Parties**

Customer: Business Finland Oy

Supplier: Thatcher & Company

**2. Purpose of the document**

This schedule describes the processing activities to be carried out by the Supplier as the processor of personal data on behalf of the Customer, including the types of personal data and categories of data subjects as well as personal data transfers.

Personal data shall be processed in accordance with the Contract between the Supplier and the Customer and the Customer's instructions.

**3. Categories of data subjects**

The Customer's or its business partners' customers, potential customers, suppliers, stakeholders and employees.

**4. Types of personal data**

4.1 The Customer's or its business partners' customers, potential customers, suppliers and stakeholders:

- Name, position and title of the contact person in customer/potential customer, supplier or stakeholder organisation: First name, Last name, Company name, Title, Email address, Telephone numbers (mobile, fixed)
- customer feedback
- event related information
- interviews/briefings

4.2 The Customer's employees:

- Name of the contact person in Business Finland, position and title, contact information, event related information, information related to usage of services, interviews/briefings.

**5. Special category personal data**

The Supplier does not generally process any special category personal data on behalf of the Customer. On a case by case basis the Supplier may occasionally be involved in handling locally (in the geographic area the Supplier is operating or where the event is arranged) following information in regard to specific event:

- Passport information
- Dietary restrictions or other health related information necessary for the event organizer

## 6. Nature and purpose of processing

### 6.1 Creation and dissemination of press material

When assisting the Customer in creation and dissemination of press material, the Supplier is in contact with the interviewees (data subject categories defined above under section 3), manages the interview process, prepares the press material and does the pitching of the information for which the person has been interviewed.

### 6.2 Local assistance to the Customer's physical, virtual or hybrid PR events or other events

The Supplier provides PR and media support and local assistance to the Customer's events that may include: inviting media and other stakeholder representatives to the event and receiving registrations, creating and disseminating press material, securing and coordinating interviews with spokespeople before/after the event and if possible, on site.

## 7. Duration of the processing of personal data

Personal data will be processed not longer than until the last assignment based on the contract is completed. Any special category data or other event specific data will be deleted within a shorter period of time as instructed by the Customer from time to time.

## 8. Personal data transfers

Personal data may not be transferred to countries outside the European Economic Area.

Personal data can only be transferred from European Economic Area outside the European Economic Area when the personal data relates to the implementation of the service in that specific country, such as interviews for the media or event organized in that specific country.

In such cases the personal data may be transferred to the following countries outside the European Economic Area, wherein the following data importers are recipients of personal data: USA, Thatcher And Company.

Applicable personal data transfer mechanisms [mechanisms to be further specified]:

European Commission's adequacy decision

Standard Clauses

Binding corporate rules

**BUSINESS  
FINLAND**

Appendix 5

Data protection appendix:

Terms and conditions for the processing of personal data

M-Files 30007780

BFOY 51/27/2024

Other, please specify:



Appendix 5 Data protection appendix:  
Terms and conditions for the processing of personal data

M-Files 30007780  
BFOY 51/27/2024

**SCHEDULE 2 – SUBCONTRACTORS USED IN PERSONAL DATA PROCESSING**

<b>Name of the subcontractor</b>	<b>Business ID</b>	<b>Nature and purpose of the processing</b>	<b>Location of personal data processing</b>
<b>N/A</b>			

**SCHEDULE 3 – SUPPLEMENTARY CONTRACTUAL TERMS FOR TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES****1. Definitions**

**“Third Country”** means a country which is not a Member State of the European Economic Area.

**“Public Body”** means any local, regional, state, national or federal law enforcement authority, regulator, government department, agency or court in any Third Country.

**“Legal Process”** means any criminal, civil, or administrative subpoena, mandatory request, warrant or court order issued by a Public Body, including but not limited to subpoenas, warrants and orders authorized under local, regional, state, national or and federal laws or regulations or any other laws applicable to the Supplier or any subcontractor in any Third Country.

**“Adequately Legislated Country”** means a Third Country which has been granted an adequacy decision by the European Commission in accordance with Data Protection Law.

**2. Personal data transfers to Third Countries**

The Supplier shall inform the Customer in writing regarding the countries in which personal data is processed on behalf of the Customer. The Supplier or Supplier’s subcontractors may not process personal data in a Third Country that is not an Adequately Legislated Country without the Customer’s prior written authorization.

If the processing carried out by the Supplier includes transfer of personal data from the Customer to the Supplier in a Third Country, which is not an Adequately Legislated Country, the parties shall enter into SCCs in order to ensure that appropriate safeguards are in place in accordance with Data Protection Law. The parties shall incorporate the SCCs in schedule 4 of this appendix. The parties shall apply Module 2 of the SCCs (transfer from controller to processor) to such transfers of personal data.

If the processing of personal data under this appendix includes transfer of personal data from the Supplier to a subcontractor in a Third Country, which is not an Adequately Legislated Country, the Supplier shall enter into SCCs with its subcontractor or apply other appropriate safeguards in accordance with Data Protection Law. To the extent such transfers are subject to the SCCs, the Supplier (“data exporter”) and the subcontractor (“data importer”) shall apply Module 3 of the SCCs (transfer from processor to processor). The Supplier shall not transfer personal data to a subcontractor in a Third Country until it has entered into the SCCs with its subcontractor or otherwise ensured that appropriate safeguards in accordance with Data Protection Law are fulfilled. The Supplier shall provide the completed SCCs or other appropriate safeguards under Data Protection Law available to the Customer upon request.

**3. Local laws and practices affecting the processing of personal data**

The Supplier warrants and represents that it has no reason to believe that the legislation applicable to the Supplier or its subcontractor, including the legislation of the Third Country to which personal data is transferred by the Supplier or subcontractor, would prevent it from fulfilling its obligations under this appendix, Customer’s instructions or applicable appropriate safeguards. The Supplier declares that in providing the warranty above, it has performed a transfer impact assessment (“TIA”) which includes an assessment of applicable technical and organizational safeguards. The Supplier agrees to cooperate with the Customer as regards the TIA and applicable technical and organizational safeguards. The Supplier shall make the TIA available to the Customer upon request.

The Supplier undertakes to notify the Customer promptly and at the latest after becoming aware of any changes in applicable legislation or practices of a Public Body that are likely to have adverse effects on the fulfilment of the commitments and obligations under this appendix, the SCCs or other applicable appropriate safeguards. As a result of the Supplier's notification, the Customer has the right to suspend the transfers of personal data and terminate the Contract.

#### **4. Supplier's obligations in connection with a Legal Process**

If the Supplier or its subcontractor receives a Legal Process requiring disclosure of personal data or becomes aware of any direct access to personal data by a Public Body, the Supplier or its subcontractor shall:

- i. use every reasonable effort to redirect the Public Body issuing such Legal Process to request personal data directly from the Customer;
- ii. promptly notify the Customer and provide a copy of the Legal Process, unless explicitly prohibited from doing so under applicable legislation. The notification must include all information available to the Supplier, including information on the requested personal data, information on the Public Body making the request, the legal basis of the request and the answer given to the request; and
- iii. give Customer control of the response to the Legal Process, unless explicitly prohibited from doing so under applicable legislation.

If the Supplier or its subcontractor is prohibited from taking the above measures, it shall instead:

- i. use its best efforts to obtain exemption from the prohibition in order to deliver as much information as soon as possible. The Supplier or its subcontractor agrees to document its challenge concerning the Legal Process in order to provide the documentation to the Customer upon request;
- ii. assess the lawfulness of the Legal Process; and
- iii. exhaust all available remedies to challenge the Legal Process if, after assessment, it determines there are grounds for doing so.

When challenging the Legal Process, the Supplier or its subcontractor shall seek interim measures with a view to suspending the effects of the request until a competent court has decided on the merits of the challenge.

To the extent permitted under Third Country laws, the Supplier agrees to provide the Customer, in regular intervals during the term of the Contract, the greatest possible amount of relevant information about the Legal Processes received (in particular the number of requests, the information requested, the requesting Public Bodies, the challenging of requests and the outcome of such challenges, etc.). The Customer has the right to inspect all information and documents relating to the Legal Processes received by the Supplier, except to the extent that such inspection by the Customer is explicitly prohibited by law.

#### **5. Appropriate policies and practices**

The Supplier and, where applicable, its subcontractor shall adopt appropriate policies and practices for the assessment and handling of Legal Processes. Such policies and practices shall be aligned to the requirements of this appendix and Data Protection Law. The Supplier and, where applicable, its subcontractor shall provide training to its staff in accordance with such policies and practices.

## 6. Technical safeguards

Without prejudice to the Supplier's obligations under the Contract, this appendix and Data Protection Law regarding technical and organizational safeguards, the Supplier undertakes to fulfil the following supplementary technical safeguards with respect to the processing of personal data carried out in a Third Country that is not an Adequately Legislated Country:

- i. As necessary, the Customer may, from time to time, provide the Supplier's assigned employee(s) and representatives a secured remote system for accessing the personal data kept in the Customer's systems. In such a case personal data will not be shared via email. The Supplier's assigned employee(s) and representatives process personal data only in a data secure manner and do not store the personal data (such as event related info) to any of its own IT systems unless expressly instructed to do so by the Customer, maximum for the duration of the contract period after which all personal data received from the Customer will be permanently deleted by the data importer.
- ii. Technical measures include ID/password policy and secured network connection. The Supplier is responsible for safekeeping the passwords, user IDs and any other similar identification codes to prevent unauthorised use by any third parties. The Supplier has set up measures for ensuring ongoing confidentiality, integrity, availability and resilience of its IT systems and services provided.
- iii. In addition, the Supplier shall maintain adequate data security of its own IT infrastructure and ensure that third parties are not able to physically access its own IT systems. The Supplier is obliged to inform the Customer immediately in case it has any reason to doubt that any third party have got knowledge of ID/passwords to the Customer's systems/platform or has otherwise gained access to the Customer's data.

The Supplier warrants and represents that it or its subcontractor has not taken any steps to deliberately facilitate access to personal data by Public Bodies (including systems in which personal data is processed), including:

- i. by creating back doors or similar programming that provide a mechanism for a Public Body to access personal; or
- ii. by changing its business processes with the express intention of facilitating access to personal data other than to the extent required by law.

The Supplier warrants and represents that it is not subject to a law that would require the Supplier to take any of the steps referred to above.

## 7. Audits

Without prejudice to the Customer's right under the Contract and this appendix to audit and inspect the processing of personal data by the Supplier or its subcontractor, the Customer and/or the Customer's authorized auditor shall have the right to conduct specific audits and inspection regarding Legal Processes received by the Supplier, and where applicable its subcontractor, for the Customer's personal data, including relevant documentation of such Legal Processes, unless explicitly prohibited by law. The Supplier is obliged

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Appendix 5

Data protection appendix:

Terms and conditions for the processing of personal data

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to ensure contractually that the Supplier or its subcontractor has the corresponding right to audit the subcontractors of its subcontractor.

**SCHEDULE 4 – SCCs**

Where the Customer transfers personal data directly to the Supplier in a Third Country, which is not an Adequately Legislated Country, the Supplier and the Customer shall enter into the SCCs.

**Standard Contractual Clauses**

This document corresponds to the Annex of the Commission implementing decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) C/2021/3972, **Module 2 Transfer controller to processor**

**SECTION I****Clause 1 Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
  - i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
  - ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

**Clause 2 Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

**Clause 3 Third-party beneficiaries**

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
  - (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
  - (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

**Clause 4 Interpretation**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

**Clause 5 Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

**Clause 6 Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

**Clause 7 Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

**SECTION II – OBLIGATIONS OF THE PARTIES****Clause 8 Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

**8.1 Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

**8.2 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

**8.3 Transparency**

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

**8.4 Accuracy**

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

### 8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

### 8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the

initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

#### 8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

#### 8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

#### 8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

**Clause 9 Use of sub-processors**

- (a) **OPTION 1: SPECIFIC PRIOR AUTHORISATION** The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least 60 days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

**Clause 10 Data subject rights**

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

**Clause 11 Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

**Clause 12 Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

**Clause 13 Supervision**

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

**SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES****Clause 14 Local laws and practices affecting compliance with the Clauses**

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental

rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

**Clause 15 Obligations of the data importer in case of access by public authorities**

## 15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## 15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial

authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

#### **SECTION IV – FINAL PROVISIONS**

##### **Clause 16 Non-compliance with the Clauses and termination**

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

**Clause 17 Governing law**

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of **Finland**.

**Clause 18 Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of **Finland**.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

**SCHEDULE 4 ANNEX I**

**A. LIST OF PARTIES**

**Data exporter(s):** Business Finland Oy

Name: Business Finland Oy

Address: Porkkalankatu 1, FI-00180 Helsinki, Finland

Contact person's name, position and contact details: Maija-Liisa Pylkkänen, Data Protection Officer, tietosuoja@businessfinland.fi

Activities relevant to the data transferred under these Clauses: Business Finland Oy as the data exporter is the publically funded Finnish organisation which promotes international trade of Finnish companies, foreign investments and travel to Finland as well as innovation funding. Business Finland Oy together with Innovation Funding Agency Business Finland constitute together Business Finland.

Role (controller/processor): Controller

**Data importer(s):** Thatcher And Company

Name: Thatcher & Company

Address: 1501 Broadway, Floor 27, 10036 New York, USA

Contact person's name, position and contact details: Scott Waddell, [swaddell@bonnevillecommunications.com](mailto:swaddell@bonnevillecommunications.com), +1 (801) 933-7610

Activities relevant to the data transferred under these Clauses:

The activities described in Section 6 of the Schedule 1 of the DPA.

Role (controller/processor): Processor

**B. DESCRIPTION OF TRANSFER**

**Categories of data subjects whose personal data is transferred**

The categories of data subjects are specified in Section 3 of the Schedule 1 of the DPA.

**Categories of personal data transferred**

The transferred personal data is described in Section 4 of the Schedule 1 of the DPA.

**Sensitive data transferred**

The personal data transferred might include the personal data described in Section 5 of the Schedule 1 of the DPA.

**The frequency of the transfer** (e.g. whether the data is transferred on a one-off or continuous basis).

On continuous basis.

**Nature of the processing**

The nature of processing is described in Section 6 of the Schedule 1 of the DPA.

**Purpose(s) of the data transfer and further processing**

The purpose is described in Section 6 of the Schedule 1 of the DPA.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

The Duration of the processing of personal data is described in Section 7 of the Schedule 1 of the DPA.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

N/A

**C. COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority in accordance with Clause 13

Office of the Data Protection Ombudsman of Finland

**SCHEDULE 4 ANNEX II**

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

**Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.**

The technical and organizational measures are described in the Section 6 (Technical Safeguards) of the Schedule 3 of the DPA.

The purpose of the measures is to ensure lawful processing of personal data and the confidentiality, integrity, availability, and failure tolerance of processing systems and services.

**For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter**

N/A

**SCHEDULE 4 ANNEX III**

**LIST OF SUB-PROCESSORS**

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

N/A

**DATA SECURITY ANNEX****1. Starting points**

Business Finland Oy (hereinafter “Customer”) and Thatcher and Company, Business ID 26-2761994 (hereinafter “Supplier”) have concluded “PR agency USA 51/27/2024” contract (“Main Contract”) regarding the service provided.

This data security annex is appended to the Main Contract. With regard to security issues, the terms and conditions of this annex shall take precedence. The terms and conditions of this annex are related to the arrangements in accordance with Clause 17, Secrecy, of the Finnish general terms and conditions for public administration IT procurement (JIT 2015, updated on May 15, 2018) among other things.

The objective of this appendix is to ensure data security covering the lifecycle of the products and services acquired under the Main Contract, compliance of the Supplier’s operations and continuity of service production in the event of disturbances. In addition, the aim is to ensure the confidentiality, integrity, intactness and availability of the Customer’s material in service production under the Main Contract, regardless of whether the Customer’s material is confidential.

This annex defines the security arrangements, secrecy, and other data security in the production of the Services and in all cooperation between the Customer and the Supplier related to the Main Contract. This annex supplements the terms and conditions of the Main Contract.

In addition, the Supplier’s employees that are central to the assignment, sign a non-disclosure agreement.

Contact persons for data security:**Business Finland**

contact person: Marko Karjalainen, marko.karjalainen@businessfinland.fi

deputy person: Jouko Hertteli, jouko.hertteli@businessfinland.fi

**Supplier**

contact person: Scott Waddell, swaddell@bonnevillecommunications.com, +1 (801) 933-7610

deputy person: Tod Robbins, trobbins@boncom.com, +1 (801) 809-0092

The contact persons for data security matters are responsible for monitoring the need to update this annex.

## 2. Subcontracting

What is agreed in this contract in relation to the Supplier and the Supplier's persons is also applied to a subcontractor and the subcontractor's persons. What has been agreed on subcontractors in this Annex, applies also to such group companies of the Supplier that participate as agreed in the Services produced to the Customer.

The Supplier is not entitled to change a subcontractor named in the Main Contract or a subcontractor involved in the fulfilment of essential contractual obligations without the Customer's consent.

The Supplier must ensure that it is able to comply with the data security annex when using subcontractors. The Supplier shall inform its subcontractor that costs may arise from bringing security arrangements to the level required by this annex. The Customer is not liable for these costs.

The use of a subcontractor does not transfer the obligations under this contract to the subcontractor unless it is specifically approved by the Customer.

## 3. Secrecy and non-disclosure obligation

The Supplier makes the personnel involved in the assignment aware of the secrecy obligations of this annex and undertakes to monitor that they comply with it. The Supplier is responsible for ensuring that the personnel it uses in its assignment have agreed to appropriate secrecy obligations.

The Supplier undertakes to keep all information presented in the processing of an assignment (Confidential Information) confidential. Confidential Information refers to, for example, all information concerning the development, operations, financial management, customers, contractual or cooperation partners, stakeholders or other detailed information of Business Finland or the agency steering it, and the information in question is not publicly known or the information will become publicly available while this contract is in force without being breached. This also includes all pending matters, all information concerning the Customer's staff and their personal data, as well as all the Customer's security and precautionary arrangements and their structures and technical systems. The Supplier will only process the matters mentioned above and below to the extent required by the assignment.

The Supplier may only disclose Customer's material to persons who require the information in their work tasks in regard to the production of the assignment and who have the right to process Confidential Information in accordance with this Annex. The Customer's material shall not be disclosed or handed over to a third party or unrightfully given to be viewed or used by a third party by means of a technical connection.

The Supplier is responsible for ensuring that the Supplier's or its subcontractor's persons involved in providing the service sign a non-disclosure agreement upon the Customer's request before they

are granted the right to process Confidential Information.

The Supplier also undertakes to store and process documents, devices, photos, drawings, databases and similar items related to the assignment that are confidential to the Customer so that they do not enter into the possession, investigation or information of third parties. The primary course of action is that such material is to be transferred outside the Customer's premises only when there is a justified reason for the execution of the assignment. It is also prohibited to disclose the existence of the above-mentioned documents or other recordings. It is prohibited to multiply or take the above-mentioned documents or other recordings outside the premises or make notes on security secrets without a separate permission.

The Supplier shall at the request of the Customer draft a list of such persons of the Supplier or its subcontractors that participate in the fulfilment of the assignment and that receive the Customer's customer data, identification information or confidential data. The Supplier shall update the list in case of changes and deliver it to the Customer.

The Supplier acknowledges that the unauthorized disclosure or unauthorized processing of Confidential Information may be a punishable under the Criminal Code. The Customer monitors compliance with confidentiality obligations by means permitted by legislation.

Unnecessary files and printouts must be destroyed so that the content of confidential or classified information is not compromised.

After the end of the cooperation, the Supplier and other actors that have made the performances to the Customer shall return all documents and recordings related to the assignment to the Customer on a date that is jointly agreed, or destroy them in the manner agreed with the Customer and under the supervision of the person appointed by the Customer.

#### **4. Administrative and physical data security**

##### **General requirements**

The Supplier undertakes to take the agreed technical and organizational measures necessary to protect the Customer's materials against unauthorized access or destruction or alteration of data.

The requirements complement the requirements set out in this annex, which set a minimum level of data security for the Service.

The Supplier is obligated to notify the Customer if the Supplier must comply with legislation other than that of Finland or the European Union in its operations under the Main Contract, which may constitute a conflict with the terms and conditions of this annex.

##### **Location of the Customer's material**

The Supplier may only process the Customer's customer information in the agreed service production area. Unless otherwise agreed, customer information may be processed within the European Economic Area. The Supplier is aware that this requirement also applies to various technical support systems that it uses in service production.

Upon request, the Supplier is obligated to inform the Customer of all the locations and states where the Supplier produces the Service and/or processes the Customer's material.

The Supplier may only transfer Customer's material from the agreed service production area on the basis of the Customer's prior written permission. If the Customer grants permission, the Supplier is obliged, at its expense, to determine the conditions set by applicable legislation for the transfer of information. If legislation requires a separate agreement, the Supplier prepares sufficient data transfer agreements at its expense to transfer information from the European Economic Area to third countries or to enable access to the Customer's material located in the European Economic Area from outside the European Economic Area. With regard to the transfer of personal data, the EU Commission's standard contractual clauses are used unless the parties agree on alternative models for transferring personal data in accordance with the law.

### **Security of the customer's premises**

The Supplier is responsible for ensuring that the security of the Customer's premises or operations is not compromised due to the Supplier's personnel's negligence, incorrect working practices or other activities contrary to this annex or the Main Contract.

Unless otherwise agreed, access to other than the Customer's public premises shall be granted only to the Supplier's personnel who:

- a) the Supplier has approved with the Customer in advance,
- b) have undergone a personnel security clearance, when necessary,
- c) have signed a non-disclosure agreement and a secrecy obligation on the Team Finland premises, when necessary, and
- d) are aware of their obligations and instructions on moving around the premises.

When moving in the Customer's premises, the Supplier's persons must have an identifier visible, such as a personal identity card or visitor card issued by the Customer or the Customer's premises.

### **Security of the Suppliers premises**

The Supplier's premises must be appropriately protected by locks and other necessary measures to prevent unauthorized access to the premises and the Confidential Information contained therein.

Access control to the IT equipment facilities where secret or Confidential Information is processed must be organized so that no one can arrive or leave the facilities without being registered (electronic/written log or similar).

At the Customer's request, the Supplier must get approval for all persons who need access to the Supplier's premises that is solely reserved for producing the Customer's assignment where Confidential Information is processed and that is separated from the Supplier's other operations as agreed. At the Customer's request and when the legal preconditions are met, a personnel security clearance must be requested for the persons referred to in this section.

## 5. Requirements for the management of information systems

At the Customer's request, the Supplier is obliged to obtain the Customer's approval for all the Supplier's persons who may, on the basis of their access rights, suspend or endanger the operation of the Customer's information systems or jeopardize the data security of the information system. The Customer may request a personnel security clearance for such persons, if necessary.

With regard to the service environments under the Supplier's responsibility, the Supplier must ensure that:

- the rights and powers of its personnel in the information systems used in the provision of the Service are limited to the scope required by the work tasks,
- granting, modifying, and removing access rights will follow a process that covers premises, information systems and services,
- access rights to information systems where the Customer's material is processed are personal,
- keys, ID cards and access permits granted to the Supplier's person are returned to the Customer and user IDs and access rights will be removed without delay when the person no longer participates in the production of the assignment and;
- upon completion of the assignment, the Supplier returns to the Customer without delay its keys, ID cards, access permits, encryption keys, licenses, access codes, user IDs, passwords, other means of identification, as well as other property submitted by the Customer, and closes the communications, information system, data transmission and remote access connections it has opened pursuant to the agreement.

## 6. Software security

With regard to the assignment, the Supplier is responsible for ensuring that:

- information system services, software components or media it provides it do not include malware or other intentional harmful functionality,

- it monitors data security bulletins, published data security updates and vulnerabilities related to software, third party components and including ready-to-use software related to the production of the assignment,
- it informs the Customer without delay of the data security vulnerabilities and security patches of the Customer's software that fall under the liability of the Supplier with regard to the provision of the assignment.

## 7. Ensuring continuity

The Customer has defined ICT continuity requirements that the Supplier shall fulfil. The requirements are presented in this section. The requirements complement the requirements set out in this annex, which set the minimum level of ICT preparedness.

In order to ensure the continuity of the Service, the Supplier is responsible for ensuring that:

- it has appropriate plans, arrangements, and insurances in force to ensure continuity of its operations and to protect against interruptions,
- to ensure continuity, the measures and plans have been trained, practiced, and implemented in service production and;
- the service availability and recovery (including backup) processes and their technical implementations have been designed so that the recovery preparedness meets the agreed requirements.

## 8. Security clearances

Security clearance referred to in this annex refers to a personnel security clearance in accordance with the Finnish Security Clearance Act (726/2014).

The Customer has the right to request a personnel security clearance for the Supplier's personnel referred to in the Security Clearance Act to the extent specified in the Security Clearance Act. The Supplier is responsible for obtaining the consent of the person subject to the security clearance. The Supplier must verify the consent of the person subject to the personnel security clearance in order to request for a personnel security clearance and the Supplier shall provide the Customer with the person's email address.

A personal security clearance of another country can be accepted as corresponding the one of the Security Clearance Act (Personal Security Clearance, PSC).

If a personal security clearance or certificate or a PSC-certificate cannot be obtained for the person subject of the clearance, but the requirements laid down in the Security Clearance Act for assessing the reliability and integrity of a person exist, the Supplier delivers on request to the Customer the person's criminal record, an extract from the business prohibition register, and an extract from the fine register or corresponding extracts based on registers kept by another

government authority. The Supplier is obligated to obtain the consent of the person subject to the clearance to provide the Customer with the report. The information must be delivered to the extent the Supplier is entitled to process it in accordance with existing legislation. The Customer is entitled to use the information received only to carry out the clearance and treat the data as confidential information.

The Customer is responsible for the costs of the personnel security clearance carried out in Finland. If the personnel security clearance is to be carried out again due to the change of the Supplier's personnel or an addition independent of the Customer, the Supplier is responsible for the costs of commissioning a personnel security clearance for the new person or issuing the certificate. The supplier is responsible for the costs of a PSC or other corresponding clearances or certificates of another country.

The Customer has the right not to accept the persons proposed by the Supplier in order to produce an assignment in accordance with the Main Contract for a reason arising from the personnel security clearance or other similar report. The Supplier must also change without delay and free of charge a person who, for the above reasons, the Customer no longer accepts for the task in question. The Supplier is responsible for the costs arising from the change of personnel and the orientation of the new employee. The Supplier does not charge for participation in the orientation provided by the Customer. The replacing person must have corresponding qualifications and competence and he/she must be approved by the Customer. The Customer may not refuse its consent without a valid reason.

## 9. Audits

The Customer or an independent third party that has received an order from the Customer has the right to check the Supplier's security arrangements with regard to this annex and the Main Contract at the time announced in advance. Decisions on the implementation of an audit in accordance with this clause shall be made exclusively by the Customer.

The parties aim to contribute to the performance of the audit so that the audit procedures do not cause unreasonable inconvenience to the Supplier's service production or the agreed service level. The Customer or the parties jointly draw up and review an audit plan for the audit. The audits may not jeopardize the Supplier's data security or the Supplier's secrecy obligations towards other customers more than is necessary to fulfil the purpose of the audit in order to clarify the compliance of this annex.

The Customer is responsible for the fees arising from the issuance of audits, assessments, and certificates, such as the costs of the auditor's work. For the avoidance of doubt, the Supplier is liable for all costs and expenses that due to the audit may incur to it or its subcontractors regarding working hours, correcting detected deficiencies and their costs in order to bring the service or system into line with the agreed requirements.

The Customer shall inform its intention to carry out the audit no later than fourteen (14) days before the proposed audit date.

By contractual arrangements, the Supplier must ensure that the Customer has the opportunity to check the security arrangements of the Supplier's subcontractor.

If the audit reveals that the Supplier's operations do not meet the agreed requirements, the Supplier shall prepare a scheduled plan to correct the situation without delay and without a separate charge. Unless otherwise provided for in a plan approved by the parties, the Supplier must correct any deficiencies detected in the audit without delay from the written notification of the Customer. Material deficiencies, which constitute an obvious threat to data security, must be corrected immediately or within the schedule set by the Customer. The Customer shall not be liable for the costs and expense arising from the aforementioned repairs.

If the audit reveals that the Supplier's operations do not meet the agreed requirements and the Customer requires a new audit to verify the correction of the defect, the Supplier shall compensate the Customer for the costs arising from the new audit.

The Customer has the right to disclose to the authorities that an audit in accordance with this chapter has been carried out and whether the Supplier's security arrangements have been found to comply with the requirements. However, the Customer does not have the right, without the Supplier's permission, to disclose information on detailed observations of the audit, unless otherwise provided by mandatory legislation.

## 10. Reporting and communication

The Supplier is obligated to inform the Customer if changes occur in the Supplier's functions or security arrangements that are essential for this annex.

The Supplier monitors the implementation of the security level required by this annex and the compliance with the requirement in its operations on a regular and systematic basis, records any deviations and reports them to the Customer without delay, and initiates corrective actions at the earliest opportunity. The Supplier will not charge for any actions in accordance with this clause, unless otherwise agreed.

The Supplier is obligated to inform the Customer without delay if the Supplier is subject to any contacts or situations possible threatening the Customer.

The Customer monitors changes related to data security and ICT preparedness and informs the Supplier of any need for change. The implementation and costs of the changes will be agreed upon separately.

The Customer is responsible for communications related to its own operations. The parties may draft a communication plan for the assignment.

The Supplier must submit for the Customer's approval any publications or marketing material to be addressed to the Supplier's internal or external stakeholders that are related to cooperation in accordance with the Main Contract. However, the aforementioned shall not apply to stock exchange releases or other similar communication obligations based on legislation.

**11. Breach and termination of contract**

If a breach of agreement can be rectified, a party may only cancel the agreement if the party who committed the breach has not remedied its breach within a reasonable period of time after the party has notified the breach in writing and its intention to cancel the agreement. In addition, if the Supplier has repeatedly violated this annex, that is, at least three times, so that the Customer has been obliged to notify the Supplier of a breach, the Customer is always entitled to terminate the contract concerning the assignment and the Main Contract.

If the Supplier materially breaches the provisions of this annex, the Customer has the right to cancel the procurement contract concerning the assignment or the Main Contract, either immediately or in such a way that the Supplier is obligated to complete the performances that are necessary for the Customer included in the contract at contract prices (without additional charges) before finding a new contractual partner.

**BUSINESS  
FINLAND**

**Appendix 7 Subcontractors**

**51/27/2024 PR Agency USA**

**SERVICE PROVIDER** Thatcher And Company

SUBCONTRACTORS				
	Name of the subcontractor and VAT code	Contact person of the subcontractor (name, phone number and e-mail)	What part of the contractual obligations will be performed by the subcontractor (Brief description of how and to what extent the subcontractor will be involved)	Addition information
<b>Subcontractor 1</b>	N/A			
<b>Subcontractor 2</b>				
<b>Subcontractor 3</b>				
<b>Subcontractor 4</b>				
<b>Subcontractor 5</b>				
<b>Subcontractor 6</b>				
<b>Subcontractor 7</b>				
<b>Subcontractor 8</b>				
<b>Subcontractor 9</b>				
<b>Subcontractor 10</b>				

Add more lines if needed



MINISTRY  
OF FINANCE

# General Terms of Public Procurement in Service Contracts

## JYSE terms, April 2022

Governance Policy

Publications of the Ministry of Finance – 2022:25

Publications of the Ministry of Finance 2022:25

# General Terms of Public Procurement in Service Contracts

## JYSE terms, April 2022

Ministry of Finance Helsinki 2022

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**Abstract**

The General Terms of Public Procurement (JYSE) are contract terms maintained by the Ministry of Finance. The terms take into account the contractual requirements laid down in the Act on Public Procurement and Concession Contracts to the extent possible in general terms. The general terms are intended to be used as standard contract terms in procurement contracts between contracting entities and suppliers and service providers. The general terms can be used to supplement the terms of the procurement contract itself.

Separate terms have been drafted for supplies and services:

- JYSE 2014 SUPPLIES (note updated version of April 2022)
- JYSE 2014 SERVICES (note updated version of April 2022)

The general terms of public procurement are used extensively, which has contributed to suppliers and service providers being aware of the terms and conditions that are applied in public procurement.

**Keywords** governance policy, procurement, procurement procedure, contract terms, public procurement

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Kuvailulehti  
8.4.2022**Julkisten hankintojen yleiset sopimusehdot palveluhankinnoissa  
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<b>Valtiovarainministeriön julkaisuja 2022:25</b>		<b>Teema</b>	Hallintopolitiikka
<b>Julkaisija</b>	Valtiovarainministeriö		
<b>Yhteisötekijä</b>	Valtiovarainministeriö		
<b>Kieli</b>	englanti	<b>Sivumäärä</b>	31

**Tiivistelmä**

Julkisten hankintojen yleiset sopimusehdot (JYSE) ovat valtiovarainministeriön ylläpitämiä sopimusehtoja. Ehdossa on huomioitu hankintalain sopimuksille asettamat vaatimukset siinä määrin kuin se yleisissä ehdoissa on mahdollista. Yleiset sopimusehdot on tarkoitettu käytettäväksi hankintayksiköiden ja toimittajien välisissä hankintasopimuksissa vakiosopimusehtoina. Yleisillä sopimusehdoilla voidaan täydentää varsinaisen hankintasopimuksen ehtoja.

Sopimusehdot on laadittu erikseen tavaroille ja palveluille:

- JYSE 2014 TAVARAT (huom. huhtikuun 2022 päivitysversio)
- JYSE 2014 PALVELUT (huom. huhtikuun 2022 päivitysversio)

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

**Asiasanat** hallintopolitiikka, hankinta, hankintamenettely, sopimusehdot, julkiset hankinnat

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<b>Referat</b>			
<p>Finansministeriet svarar för de allmänna avtalsvillkoren för offentlig upphandling (JYSE). I villkoren beaktas de krav som upphandlingslagen ställer på kontrakt i den mån det är möjligt i fråga om allmänna villkor. De allmänna avtalsvillkoren är avsedda att användas som standardavtalsvillkor i upphandlingskontrakt mellan upphandlande enheter och leverantörer. De allmänna avtalsvillkoren kan komplettera villkoren i det egentliga upphandlingskontraktet.</p> <p>Det finns separata avtalsvillkor för varor och tjänster:</p> <ul style="list-style-type: none"> <li>- JYSE 2014 VAROR (obs. den uppdaterade versionen från april 2022)</li> <li>- JYSE 2014 TJÄNSTER (obs. den uppdaterade versionen från april 2022)</li> </ul> <p>De allmänna avtalsvillkoren för offentlig upphandling används i stor utsträckning. Detta anses ha bidragit till att de som tillhandahåller tjänster och varor allmänt känner till de villkor som iakttas i avtalen vid offentlig upphandling.</p>			
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## INTRODUCTION

On 22 December 1993, the Ministry of Trade and Industry approved the General Terms of Public Procurement (JYSE 1994) by virtue of the Government Decree on Public Procurement (1416/93). As the name suggests, the terms have been used not only in central government but also in local government and other public procurement units. Government Decree on Public Procurement (1416/93), which had formed the basis for the approval of the terms, was repealed when the new Act on Public Procurement (348/2007) entered into force on 1 June 2007.

As part of the general guidance on procurement activity and development thereof, the Ministry of Finance established on 18 November 2008 a working group on the General Terms of Public Procurement which was tasked to update and renew the General Terms of Public Procurement introduced in 1994. The working group arrived at a solution by which separate terms of contract were prepared for services and supplies: JYSE 2009 SUPPLIES and JYSE 2009 SERVICES.

Once JYSE 2009 had been in force for a few years, the Ministry of Finance established a working group to examine the need to update and amend the terms. The working group completed its task on 30 June 2014.

After that time, the JYSE 2014 terms have also been updated in August 2016, at which time modifications required by procurement directives prior to the entry into force of new national procurement legislation were taken into account. After the entry into force of the new national procurement legislation (Acts 1397/2016 and 1398/2016) at the beginning of 2017, JYSE 2014 was updated in April 2017 to take into account the procurement legislation reform.

The terms were updated in April 2022 so that the effects of sanctions imposed by the Finnish authorities, the European Union or the UN were included as grounds for termination of a procurement contract under special circumstances.

These terms may be freely used and modified on a case-by-case basis also in the future. Below is a summary of the latest modifications.

### JYSE 2014 SERVICES – version history

Version	Key changes
<b>Augusti 2016 / Updated version</b>	<p>1.13 A definition of mandatory exclusion clauses was added for the duration of the transition period</p> <p>3.3 Service provider's obligation to provide information on subcontractors used in customer's premises added</p> <p>3.7 Obligation to replace a subcontractor, references</p> <p>6.5 Obligation to submit an extract from the criminal record (with a transition period)</p> <p>9.7 and 9.8 Terms on revising prices were clarified</p> <p>18.1 Termination of contract, exclusion clause</p> <p>18.3 References corrected</p> <p>18.4 Termination of procurement contract, material change to contract</p> <p>18.5 Termination of procurement contract, severe breaches</p> <p>18.6 References corrected</p>
<b>April 2017 / Updated version</b>	<p>1.13 Paragraph including a definition of a mandatory exclusion clause for the duration of the transition period deleted</p> <p>3.7 A reference to the new Procurement Act revised</p> <p>6.5 Deleted</p> <p>10.1 Electronic invoice introduced as the invoicing option</p> <p>10.2 Different terms of payment for electronic invoices and invoices on paper deleted</p> <p>18.1 A reference to the new Procurement Act revised</p> <p>18.5 Wording specified</p>
<b>April 2022 / Updated version</b>	<p>1.13 A definition of sanction added</p> <p>3.7 Sanctions added as grounds for changing subcontractors</p> <p>18.1 Added sanctions imposed by the Finnish authorities, EU or UN as grounds for termination</p>

# 1 Issues to be observed when applying JYSE 2014 SERVICES

## Value added tax

In offers, the price is usually stated exclusive of value-added tax (VAT 0%). In accordance with JYSE 2014 SERVICES, the price does not include value added tax. This does not, however, influence the duty to pay value added tax. The service provider has the right to invoice the value added tax associated with the service from the customer.

## Advance payment

Any advance payments are subject to a separate agreement. JYSE 2014 SERVICES includes provisions on the lodging of security for any advance payment made.

## Using index clauses

A separate agreement should be made if the contracting parties wish to use index clauses.

## Options

The term 'option' in JYSE 2014 SERVICES refers to a purchase option for additional services made in a procurement notice or an invitation to tender, or an option relating to additional services or an extension of the contract period. When submitting a tender in competitive tendering, the service provider commits to the terms stated in the invitation to tender, such as an option. Whether the option is used is at the sole discretion of the customer. If the customer decides to order additional services mentioned in a procurement notice or an invitation to tender from a service provider or decides to extend the contract period by exercising an option mentioned in the competitive tender documents, the service provider is obliged to provide the service in question.

## Damages to service user

Under chapter 17 of JYSE 2014 SERVICES, the service provider is obliged to compensate any damages to the service user that arise from the service provider's breach of contract. The term 'service user' is defined in Clause 1.6. The limitations of liability specified in Chapter 16 do not apply to this liability. Chapter 17 on the rights of service users clarifies

the service provider's liability for damages and procedures related to the processing of claims for compensation between the service provider and the customer. The aim is that rather than the customer acting as an intermediary in the process, the service provider will handle the matter directly with the service user.

The service provider and the customer may establish rights for the service user in the procurement contract. Under Chapter 17, the service user is entitled to compensation for damage from the service provider for any damage caused by the service provider due to a breach of contract. The duty of care required from the service provider should, if necessary, be defined in the procurement contract. General principles relating to contractual liability, including the wronged party's contributory negligence to the damage or the damage being caused by a reason not attributable to the service provider, will limit the service provider's liability or discharge the service provider from the liability. The service provider and the customer can only agree to the advantage, not injury, of a third party.

### Language to be used in service provision

In these terms, the services are defined as being provided in the Finnish language. If service is required in another language, Clauses 4.5 and 6.3 shall be amended accordingly.

### Service levels and personnel

In the invitation to tender and procurement contract, the procurement unit shall specify with care the service to be acquired and its quality, including any service level requirements. Furthermore, the procurement unit shall, when necessary, determine any specific training and competence requirements set for the personnel to be used when providing the service.

### Documents and registers related to the service

Whenever a public administration unit purchases services from a private company or private service provider, agreeing on the responsibilities of keeping a register and maintain documents related to the services purchased is important. The contract shall specify on whose behalf the service provider acts and who acts as the controller (register keeper) with regard to the personal data files and documents generated in the course of the activities. Responsibilities and procedures related to the protection, processing and disclosure of materials generated in the course of the activities shall be recorded in the contract. In addition to the provisions laid down in Chapter 21 of JYSE 2014 SERVICES regarding confidentiality and processing of personal data, it should be agreed on how and when the documents will be transferred to the customer's archives (e.g. when the activities are terminated or when the customer relationship ends, etc.). In addition,

agreements on any costs arising from the transfer of information shall be made (such as documents that are to be stored permanently).

### Minimum delivery and invoicing charges

Pursuant to JYSE 2014 SERVICES, the service provider does have any right to levy any minimum delivery or invoicing charges. Suppliers should therefore take costs arising from any small deliveries into consideration in the price of the services.

### Deliveries in case of disturbances or exceptional circumstances

JYSE 2014 SERVICES does not include any specific terms and conditions regarding deliveries under exceptional circumstances. Public administration actors shall ensure that even outsourced activities are managed as well as possible under all circumstances (section 12 of the Emergency Powers Act, 1552/2011). Critical functions shall be identified and the invitation to tender shall, if necessary, include the duty to prepare in order to safeguard the continuity of operations.

### Damages

Under JYSE 2014 SERVICES, only direct damages shall be compensated in principle, and the maximum amount of liability for damages is defined as five times the calculated value of the procurement contract. In JYSE 2014 SERVICES, 'direct and indirect damages' refer to the division into direct and indirect damages laid down in section 67 of the Sale of Goods Act (355/1987), even though the Sale of Goods Act is not applied to the acquisition of services. Under these terms, the aforementioned limitations of liability do not apply if the other contracting party has caused the damage wilfully or through gross negligence, violated the confidentiality obligations or violated any intellectual property rights.

In certain procurement contracts, deviating from the maximum amount of liability for damages specified in JYSE 2014 SERVICES may be appropriate. If the parties do not wish to limit the liability for damages regarding the maximum amount of compensation by way of agreement, a notification on this deviation from Clauses 16.4 and 16.5 shall be made.

### Notification of defect and claim period

JYSE 2014 SERVICES state that the service provider should be notified of any defects within a reasonable time of the defect having been detected without specifying any specific deadline for submitting a claim. As procurement units purchase a large number of different types of supplies, the reasonable claim periods differ significantly. If the contracting parties consider it necessary to agree on more specific claim periods, these should be agreed separately.

## 2 General Terms of Public Procurement in Service Contracts (JYSE 2014 SERVICES)

### 1 Definitions

#### 1.1 Subcontractor

A third party contributing to the provision of the services referred to in the procurement contract.

#### 1.2 Procurement contract

A contract between the customer and the service provider for the provision of services in accordance with the contractual terms. The term 'procurement contract' refers to the documents laid down in Chapter 25.

#### 1.3 Amendment

An agreed change to the original scope or content of the service, or additional work.

#### 1.4 Service

The service that is the subject of the procurement contract as well as the related goods, documents, service documentation and intellectual property rights, if any, to the agreed extent.

#### 1.5 Service documentation

The service documentation includes but is not limited to service process descriptions, manuals and instructions as well as materials within the service provider's maintenance responsibility required for providing and developing the service.

#### 1.6 Service user

The term 'service user' refers to a third party that has the right to benefit from or use the services referred to in the procurement contract.

#### 1.7 End result of the service

A report, a plan, research results or other performance arising as the end result of the provided service.

#### 1.8 Service provider

The company or other operator that has undertaken to deliver the service to the customer.

### 1.9 Contractual penalty

A penalty separately agreed by the contracting parties which the service provider is obligated to pay to the customer in cases of a breach of contract separately specified by the contracting parties. The customer has the right to the contractual penalty without having to demonstrate the losses to the customer that have arisen from the service provider's breach of contract.

### 1.10 Customer

The procurement unit acquiring the service on the basis of the procurement contract.

### 1.11 Delay penalty

A penalty that the service provider is obliged to pay to the customer in the event of a delay attributable to the service provider.

### 1.12 Defect

If the service does not meet the requirements set in Chapter 4, it is defective.

### 1.13 Sanction

Sanction means a sanction imposed by the Finnish authorities, the European Union or the United Nations.

## 2 Contact persons

2.1 Both contracting parties shall nominate a contact person whose task it is to supervise and monitor the implementation of the procurement contract and to communicate on issues relating to its implementation. Unless otherwise agreed, the contact persons do not have the right to amend the procurement contract. A contracting party shall inform the contact person of the other contracting party without delay and in writing if a contact person changes.

## 3 Subcontracting

3.1 The service provider bears overall responsibility for meeting the obligations under the procurement contract, regardless of whether the service provider provides the service itself or uses subcontractors.

3.2 The service provider has the right to use subcontractors when providing the service. The service provider is responsible for the work of a subcontractor as for its own and is obligated to ensure that the subcontractor complies with the obligations laid down in the procurement contract.

3.3 If the services are provided in facilities that are under the direct supervision of the customer and the service provider uses subcontractors to provide the service, the service provider shall submit to the client the names, contact details and legal representatives of the subcontractors before starting the provision of the service, unless this information has been stated in the procurement agreement. Furthermore, the supplier shall notify the client of any changes and additions to its subcontractors as referred to in this section.

3.4 The service provider does not have the right to replace a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of material contractual obligations without the customer's consent.

3.5 However, if a subcontractor named in the procurement contract or a subcontractor contributing to the fulfilment of material contractual obligations is unable to contribute to the fulfilment of obligations under the procurement contract for reasons not attributable to the service provider or caused by a force majeure event, the service provider has the right to replace the original subcontractor with another subcontractor that is able to offer corresponding resources and quality that meets with the customer's approval. The customer may only refuse to accept a replacement subcontractor proposed by the service provider for a justified reason. If the service provider is unable to propose a replacement subcontractor that the customer can approve within a reasonable period of time, the customer has the right to terminate the procurement contract with six (6) months' notice.

3.6 Upon request from the customer, the service provider shall provide an account of the subcontractors it uses.

3.7 Should the customer so require, the service provider is obliged to replace a subcontractor who is subject to a mandatory criterion for exclusion referred to in legislation on public contracts or a discretionary criterion for exclusion referred to in section 81, subsection 1, points 3–11 of the Act on Public Procurement and Concession Contracts (1397/2016), or a sanction or asset freeze imposed by the European Union (EU) or the United Nations (UN) or the Finnish authorities, even if the criterion has arisen or the sanction has been imposed after the beginning of the contractual relation.

#### 4 Characteristics of the service

4.1 The service shall correspond to the agreed specifications throughout the contract period. The service shall also correspond to information provided to the customer regarding the content, performance or other issues related to service quality.

4.2 The service shall be suited for the purpose for which such services are usually applied. The quality of the service shall, at the minimum, correspond to any samples delivered to the customer in advance.

4.3 The service shall meet the regulations of the European Union's mandatory legislation and of Finnish laws and decrees, as well as regulations issued by the authorities.

4.4 The service provider shall provide the services prudently, with care and with expertise that can reasonably be expected from a competent service provider.

4.5 The service shall be provided in the Finnish language, unless otherwise agreed. The persons providing the service shall have the language skills required for performing the duties.

## 5 Monitoring service quality and right of inspection

5.1 The service provider shall monitor the implementation of the service and service quality and report to the customer on factors relating to the provision of the service in the agreed manner. The service provider undertakes to develop its operations during the contract period in order to improve service quality. Should the customer so require, the service provider shall monitor service quality with a customer feedback system.

5.2 The customer will perform quality monitoring in accordance with its own needs. The service provider shall supply any information requested by the customer for quality monitoring purposes by the agreed deadline.

5.3 The customer and service provider shall meet at agreed intervals in service monitoring meetings. The contracting parties shall process matters relating to, for example, provision of the service, quality, claims, customer feedback and future service needs.

5.4 During the contract period, the customer has the right to, at its own cost, inspect or have an independent third party investigate whether the service complies with requirements and whether the service provider has operated in compliance with the procurement contract. The customer or the customer's representative has the right to access the premises in which the service is provided as well as to interview personnel involved in providing the service and to familiarise itself with documents of the service provider that are necessary to evaluate the minimum requirements set for the operations and the quality of the service. The customer only has the right to inspect information that relates to the fulfilment of the contractual obligations of the procurement contract.

5.5 The customer shall provide an advance notification of an inspection visit. The service provider has the right to postpone an inspection visit by a maximum of 14 days from the date proposed by the customer for a justified reason.

5.6 The service provider has the right to demand that the party performing the inspection signs a confidentiality agreement regarding the inspection. The confidentiality agreement may not prevent the reporting of the results of the inspection to the customer or contain any financial sanctions or damages that are not laid down in the procurement contract.

## 6 Other obligations and responsibilities of the service provider

6.1 The service provider undertakes to cooperate with any other service providers and suppliers providing services to the customer at any given time so as to enable a flexible overall service configuration for the customer without interruptions. The service providers' cooperation shall be arranged in a manner which ensures that none of the service providers' business or trade secrets be disclosed.

6.2 Should the need for cooperation change during the procurement contract period and this result in additional costs to the service provider, the contracting parties shall agree on the allocation of costs before initiating the activity that will give rise to additional costs.

6.3 The service provider shall maintain documentation relating to the service. Unless otherwise agreed, the service documentation shall be in the Finnish language.

6.4 The service provider shall maintain a list of cases of loss in which losses have been incurred by the customer, the service user or a third party. The service provider is obligated to notify the customer of any such losses.

## 7 Personnel to be used in the provision of the service

7.1 The service provider shall use individuals possessing suitable competence and experience for providing the service. The service provider shall avoid changing of the employees who provide the service. Changes of personnel must not impair service quality.

7.2 If the customer requires that the personnel involved in providing the service are to be identified, the identified persons shall provide the services covered by the procurement contract. The service provider does not have the right to replace a named person without the customer's consent. If a named person is unable to contribute to the provision of the service under the procurement contract due to reasons not attributable to the service provider or due to a force majeure event, the service provider has the right to replace the person with another person who possesses the corresponding expertise and meets with

the customer's approval. The customer may only refuse to accept a substitute proposed by the service provider for a justified reason. If the service provider is unable to propose a substitute that the customer can approve within a reasonable period of time, the customer has the right to terminate the procurement contract with six (6) months' notice.

7.3 Should the customer so demand, the service provider shall, without delay and at no extra charge, replace a person involved in the provision of the service who lacks the adequate professional skills or is otherwise unsuitable for the position in question.

7.4 The service provider or its personnel are not in an employment relationship or public office relationship with the customer when handling the tasks according to the contract.

7.5 When working in the customer's premises, the personnel used when providing the service shall comply with the customer's instructions and regulations relating to security, data protection and general behaviour as well as other instructions and regulations. The customer shall notify the service provider in advance of any and all procedural obligations for the personnel used when providing the service. The service provider shall retain work management and supervision responsibility for its personnel, unless personnel hire or transfer of responsibility for work management and supervision has been separately agreed on.

7.6 If a transfer of business takes place between the contracting parties in which personnel in the customer's employ are transferred to the service provider's employment or the invitation to tender requires that personnel in the customer's employment are to be transferred to the service provider's employment using their former terms of employment, statutory provisions on the transfer of business shall be applied to the transferring personnel.

7.7 If an employee of the service provider or its subcontractor is a person referred to in section 3, subsection 2a of the Aliens Act (301/2004), and this person works at the customer's premises or worksite, the service provider is obligated to ensure that the employee holds an employed person's residence permit or another document that grants a residence permit.

## 8 Customer's obligation to cooperate

8.1 The customer is responsible for ensuring that the tasks within the customer's responsibility are performed in accordance with the procurement contract.

8.2 The customer shall provide the service provider with sufficient and correct information for the provision of the service.

8.3 The customer shall ensure that the service provider's personnel can, when necessary, access the customer's premises or equipment as agreed.

## 9 Price and price amendments

9.1 The price shall be fixed for a period of 12 months from the beginning of the contract period, unless otherwise agreed. The price does not include value added tax.

9.2 The service provider shall invoice value added tax in accordance with the currently valid Value Added Tax Act.

9.3 The price shall include all costs incurred from the provision of the service, including but not limited to travel and accommodation costs, daily allowances, overtime compensation as well as any indirect taxes and fees, excluding value-added tax, payable by the supplier and applicable at the time of the deadline for offers.

9.4 Unless otherwise agreed, the service provider is not entitled to levy any minimum delivery or invoicing charges.

9.5 Any advance payment shall be considered a fixed part of the contract price.

9.6 The service provider has the right to take into consideration in the price direct costs arising from new public charges decreed by the authorities or increases of existing charges that take place after the submission of the tender and directly influence the service provided for the customer, provided that they were not known when the offer was prepared and that the service provider is able to justify the price change. In such a case, the price shall be revised accordingly from the date when said changes enter into force. The service provider has the aforementioned right even in the case the price is fixed. Should the customer so demand, the service provider is also obliged to observe in the price any changes caused by the elimination or reduction of such charges.

9.7 During the contract period, the service provider has the right to revise the price if the following prerequisites are met:

- the price adjustment is based on general cost development of the service;
- the reason for the price adjustment has arisen after signing of the procurement contract;
- the reason for the price revision has an immediate effect on the price of the service covered by the contract; and
- the reason for the price change is not attributable to the service provider's activities (apart from changes based on general salary development).

The service provider shall deliver a price adjustment proposal in writing at the latest three (3) months prior to the entry into force of the price adjustment. A price adjustment may enter into force at the earliest when 12 months have passed from the beginning of the contract period or a previous price adjustment made at the initiative of the service provider. The service provider shall present to the customer an appropriate and justified explanation of the cost trend and the reasons for the price adjustment.

9.8 The customer also has the right to propose a price adjustment if the prerequisites laid down in Clause 9.7 are met. The customer shall deliver a price adjustment proposal in writing at the latest three (3) months prior to the entry into force of the price adjustment. A price adjustment may enter into force at the earliest when 12 months have passed from the beginning of the contract period or a previous price adjustment made at the initiative of the customer. Upon request, the customer shall present an appropriate and justified explanation of the cost trend and the reasons for the price adjustment.

9.9 If the contracting parties are unable to reach an agreement on a price adjustment, both parties have the right to terminate the procurement contract with six (6) months' notice. The notice shall be given in writing before the entry into force of the new prices. The prices valid before the price adjustment proposal was submitted shall apply during the period of notice.

## 10 Terms of payment

10.1 The service provider shall use electronic invoices when invoicing the customer.

10.2 The due date of the electronic invoices shall be 21 days from the arrival of an acceptable invoice.

10.3 Unless otherwise agreed, the service provider is entitled to send an invoice for agreed payments when the service has been provided. Recurring payments shall be invoiced at agreed invoicing intervals in arrears. Each invoice shall include an itemisation of the grounds for invoicing.

10.4 If the customer fails to pay an invoice by the due date, the service provider has the right to charge interest on arrears in accordance with the Interest Act (633/1982) plus reasonable debt collection costs.

10.5 The service provider has the right to cease fulfilment of its contractual obligations if a clear and uncontested payment is delayed for more than thirty (30) days and the delayed payment is material. The service provider shall notify the customer in writing of such a

cessation at the latest fifteen (15) days before the start of the cessation. The notification may be made immediately after the case of neglect.

10.6 The customer has the right to withhold from an unpaid sum any costs arising from the procurement of corresponding services due to a delay in the service, as well as any delay penalty under the procurement contract or any other contractual penalty and warranty period security plus interest accumulated for the advance payment in case of a delay or termination.

## 11 Securities

11.1 If the customer is required under the procurement contract to make an advance payment, the service provider shall, before the advance payment is made, post a security to the satisfaction of the customer, which shall be at least fifteen (15) per cent greater than the advance payment. The security shall remain in force for at least one month after the provision of the service specified in the procurement contract. If the service provider is delayed in the fulfilment of its contractual obligations, the service provider shall extend the validity of the security.

11.2 If an agreement on a security for the warranty period has been made, the service provider shall, before the beginning of the warranty period, post a security to the customer's satisfaction that must be at least fifteen (15) per cent of the contract price excluding value added tax or in the case of continued service 15 per cent of the calculated service price for a period of 12 months. The security shall remain in force for at least one month after the end of the warranty period.

11.3 If an agreement on a security for period during which the service is provided has been made, the service provider shall post a security to the customer's satisfaction that must be at least fifteen (15) per cent of the contract price excluding value added tax or in the case of continued service 15 per cent of the calculated service price for a period of 12 months. The security shall remain in force for at least one month after the end of the provision of the service.

11.4 A bank deposit made in the customer's name or an absolute suretyship granted by a sound financial or insurance institution or other security acceptable to the customer shall primarily be accepted as security.

11.5 The service provider is responsible for all costs arising from the security.

## 12 Delays

12.1 If a contracting party realises that the fulfilment of a contractual obligation will be delayed or considers a delay probable, the delaying contracting party shall, immediately and in writing, notify the other contracting party of the delay and its impact on the fulfilment of the procurement contract. In the event of delay on the service provider's part, the service provider shall give the customer a new time for provision of the service as soon as possible.

12.2 A delay in the provision of any information, goods or service documentation required under the procurement contract shall be considered a delay of the service.

12.3 If the service is delayed for a reason attributable to the service provider, the customer has the right to a delay penalty. The customer has the right to receive the delay penalty without having to demonstrate that the service provider's delay has caused any losses for the customer. Unless otherwise agreed, the delay penalty shall be one (1) per cent of the value, excluding value added tax, of the delayed service for every beginning seven (7) day period by which the service provider exceeds the agreed service performance date. The delay penalty will be charged for a maximum of ten (10) weeks. In addition to the delay penalty, the customer has the right to compensation for damage caused by the service provider's delay, in accordance with Chapter 16.

12.4 If the customer has made an advance payment and the service is delayed for a reason attributable to the service provider, the service provider is obligated to pay annual interest according to the Interest Act for the delay period for the part of the advance payment that corresponds to the value of the delayed service.

12.5 The customer has the right to withhold payment for the service should it be delayed. The customer may not, however, withhold a sum that clearly exceeds the claims to which the customer is entitled on the basis of the delay.

12.6 If the service provider's performance is delayed and the delay is of material significance for the customer with regard to the nature of the service, the customer has the right to acquire a substitute service of a corresponding standard from a third party at the service provider's expense (right to cover purchase). The customer shall seek to inform the service provider of its decision to exercise this right before acquiring the substitutive service.

12.7 A procurement contract can be terminated on the basis of a material delay as laid down in Clause 13.6.

12.8 The customer has the right to withhold interests and costs referred to in Clauses 12.3, 12.4 and 12.6, in accordance with Clause 10.6, due to a delay in the service.

### **13 Defect, price reduction and termination of the contract**

13.1 If the service is defective, the customer shall inform the service provider of the defect within a reasonable period of the defect having been detected or of the time it should have been detected.

13.2 The service provider shall inform the customer about receipt of the notification of defect and initiation of measures no later than 14 days after having received the notification.

13.3 The customer has the right to withhold payment for the service should there be a defect. The customer may not, however, withhold a sum that clearly exceeds the claims to which the customer is entitled on the basis of the delay.

13.4 If the service is defective, the service provider shall examine the cause of the defect at its own expense and rectify it without delay. The service provider may be released from this liability by demonstrating that the defect did not arise from a factor within the service provider's responsibility. In such a case, the service provider is entitled to charge for the investigation and correction of the defect in accordance with its regular price list.

13.5 If the service is defective, the customer has the right to a price reduction from the service provider.

13.6 Each contracting party has the right to terminate the procurement contract in part or in whole if the other contracting party has materially violated its contractual obligations or it is evident that a material breach of contract will take place. Material breaches of contract include but are not limited to the service not complying with the agreement; the defect or its consequences to the customer being more than minor; the defect not being immediately remedied despite reminders from the customer; or defects occurring repeatedly. A material delay in performance by a contracting party or repeated delays also constitute a material breach of contract.

13.7 If the customer has made an advance payment, the service provider shall, when the procurement contract is cancelled, pay back to the customer the advance payment it received plus interest calculated according to the Interest Act from the date the advance payment was made to the refunding date.

13.8 If a defect caused by the service provider cannot be remedied or if the service provider fails to remedy the defect within a reasonable period of time, the customer has the right to acquire substitutive services of a corresponding standard from a third party at the supplier's expense (right to cover purchase). The customer shall seek to inform the service provider of its decision to exercise this right before acquiring the substitutive service.

13.9 The customer has the right to withhold interests and costs referred to in Clauses 13.5, 13.7 and 13.8, in accordance with Clause 10.6, due to defective service.

#### 14 Force majeure

14.1 A force majeure event is an unusual and relevant event that occurs after the signing of the procurement contract and prevents the fulfilment of the contract and that the contracting parties had no reason to take into account when signing the procurement contract and which is beyond the control of the contracting parties and whose consequences cannot be prevented without unreasonable additional cost or waste of time. Such events include war, rebellion, internal unrest, expropriation or confiscation for public needs, import or export ban, natural catastrophe, interruption of public transport or energy distribution, strike or other industrial action, fire or other corresponding event of unusual and significant impact beyond the control of the contracting parties.

14.2 A delay of a subcontractor shall be deemed a force majeure event only in case the subcontractor's delay is the result of an obstacle referred to in Clause 14.1 and another subcontractor cannot be used without unreasonable waste of time or costs.

14.3 If the fulfilment of a contractual obligation is delayed due to a force majeure event, the deadline for meeting the contractual obligation shall be extended for as long as is reasonable considering all the circumstances influencing the case.

14.4 Each contracting party shall notify the other contracting party immediately about the start and end of a force majeure event, and the contracting parties shall agree on its impact on the delivery at the latest at this point in time.

14.5 Each contracting party has the right to terminate the procurement contract in full or in part if the fulfilment of the contract due to the continuation of a force majeure event is delayed by more than four (4) months.

## 15 Insurance

15.1 The service provider shall take out statutory insurance policies and other insurance policies necessary for the provision of the service. The insurance policies shall be valid for the entire contract period.

15.2 Unless otherwise agreed, the service provider shall take out a liability insurance policy for its operations. The insurance shall be sufficient in relation to the risks associated with providing the service. Upon request, the service provider shall deliver to the customer a liability insurance certificate.

## 16 Damages

16.1 The customer and the service provider both have the right to receive damages for direct losses arising from the other contracting party's breach of contract.

16.2 If the procurement contract is terminated for a reason attributable to the supplier on the basis of Chapter 18 or 19 and losses arise to the customer from this, the customer has the right to receive damages for direct losses arising from the premature termination of the contract.

16.3 The customer has the right to receive damages for a delay or any other losses arising from the service provider's breach of contract insofar as the amount of losses exceeds any delay penalty payable to the customer and any other contractual penalty separately agreed by the contracting parties.

16.4 Unless otherwise agreed, the contracting parties' liability for damages shall be at most five (5) times the calculated value of the procurement contract.

16.5 The term 'calculated value of the procurement contract' refers to the value of the service that is the subject of the procurement contract between the customer and the service provider. In the case of a framework agreement, the calculated value of the procurement contract is the total value of the services that the customer has purchased and will purchase from the service provider on the basis of the framework agreement. In the case of a procurement contract of a continuous nature or a framework agreement, the calculated value of a procurement contract shall be the average purchases made per month multiplied by the number of months corresponding to the contract period. In the case of a procurement contract valid until further notice, the calculated value of the procurement shall be determined on the basis of a 48-month contract period. If the loss occurs during an option period, the months of both the actual contract period and the contract's option period shall be taken into account when defining the calculated value of the procurement contract.

16.6 The limitations of liability specified in this chapter do not apply if the other contracting party has caused the damage wilfully or through gross negligence, violated the confidentiality obligations or violated intellectual property rights. In such a case, the injured party has the right to demand compensation for indirect losses as well.

## **17 Compensation to the service user for damage caused by the service provider's breach of contract**

17.1 The service provider is obligated to compensate any damage it causes to the service user through a violation of the procurement contract between the customer and the service provider.

17.2 If the service provider is presented with a claim for compensation, the service provider shall notify the customer about the claim for compensation without delay. The service provider shall strive to agree on the amount of compensation with the party demanding compensation. If an agreement is reached regarding the amount of compensation, the service provider shall pay the compensation directly to the service user and notify the customer without delay about the payment made. If the service provider finds that it is not liable for the damage in the case or if no agreement can be reached concerning the amount of compensation, the service provider shall inform the service user and the customer about this, with justification, in writing within a reasonable time of the arrival of the claim for compensation.

17.3 If a claim for compensation has been presented to the customer due to the service provider's breach of contract, the customer shall inform the service provider without delay in writing about the claim for compensation it received. If the customer transfers the claim for compensation to the service provider for processing and for payment of any compensation, the customer shall inform the service user. The service provider is obligated to pay the compensation for damage to the service user due to a breach of contract within a reasonable time of having been informed of the claim for compensation, and to inform the customer without delay in writing about the compensation paid.

17.4 Should the service provider find that it is not liable for the damage in the case, it shall inform the customer and the service user about this, with justification, in writing without delay. If the customer thereafter considers payment of damages on the basis of a claim for compensation presented by the service user, another opportunity shall be reserved for the service provider to be heard, before payment of compensation, concerning the grounds for liability presented by the customer and the amount of compensation. Should the service provider still consider the payment of compensation unfounded, the service provider shall present written justification to the customer for all information relevant in terms of the grounds and amount for liability for damage. If the customer thereafter pays

damages to the service user, the service provider shall pay the customer the sum it paid to the service user in compensation, insofar as the service provider is liable for the damage in the case on the basis of this procurement contract.

17.5 If the customer is obligated to pay damages and/or legal costs to the service user on the basis of the service provider's breach of contract, the service provider is obligated to pay the customer an equal sum in compensation, including interest. Furthermore, the service provider is obligated to pay for reasonable legal fees of the customer and other reasonable costs incurred from clarifying the matter, with interest.

17.6 The service provider is obligated to submit to the customer any and all information relevant in terms of the breach of contract and the liability for damages based on it. If damage is caused to the customer due to this obligation being neglected, the service provider is obligated to compensate the damage caused to the customer.

17.7 The service provider is obligated to contribute, at its own expense, in the investigation of any damage caused to the service user.

17.8 If an action for damages presented by a service user against the customer or the service provider is instituted in a court of law, the party concerned shall inform the other contracting party about the action for damages without delay. The other contracting party shall be reserved an opportunity to be heard concerning the main grounds for responding to the claim well in advance of a response being submitted to the court of law.

17.9 The limitation of liability as specified in Chapter 16 does not apply to the liability for damages pursuant to this chapter.

## **18 Termination of the contract under special circumstances**

18.1 The customer has the right to terminate the procurement contract with immediate effect if the service provider is burdened by a mandatory criteria for exclusion referred to in legislation on public contracts or a discretionary criterion for exclusion referred to in section 81, subsection 1, paragraphs 3–11 of the Act on Public Procurement and Concession Contracts (1397/2016) or a sanction or asset freeze imposed by the European Union (EU) or the United Nations (UN) or the Finnish authorities, even if the criterion has arisen or the sanction has been imposed after the beginning of the contractual relation.

18.2 The customer has the right to give notice of terminating the procurement contract with immediate effect if the service provider's financial or other circumstances are perceived to have changed materially so that it cannot be assumed that the service provider can meet its contractual obligations and the service provider gives no reliable explanation about the

fulfilment of its obligations. The termination shall be made within a reasonable time of the customer having been informed about the existence of the grounds for termination.

18.3 Before giving notice of termination by virtue of Clause 18.1 or 18.2 above, the customer shall notify the service provider regarding the impending termination and give the supplier an opportunity to submit an explanation within a reasonable period of time.

18.4 The customer has the right to terminate the agreement in part or in whole with immediate effect if a material change has been made to the contract which, on the basis of the legislation on public contracts, would have required a new procurement process.

18.5 The customer has the right to terminate the agreement with immediate effect if the procurement contract with the service provider should not have been signed in the first place because the Court of Justice of the European Union has, in proceedings in accordance with article 258 of the Treaty on the European Union, stated that the customer has been in severe breach of obligations in accordance with treaties and procurement directives.

18.6 If the customer terminates the contract by virtue of Clause 18.1, 18.2, 18.4 or 18.5 above, the service provider has the right to receive full payment for the services delivered before the procurement contract termination date, but the service provider does not have the right to receive any other compensation for the termination of the procurement contract.

## 19 Contractor's obligations and liability

19.1 If the contract is covered by the Act on the Contractor's Obligations and Liability When Work is Contracted Out (1233/2006), the service provider shall submit to the customer during the contract period every twelve (12) months a certificate of tax payment or a tax liability certificate or a statement that a payment plan, approved by the tax recipient, has been made regarding tax debt as well as a certificate on the taking out of pension insurance and the payment of pension insurance premiums or a statement that a payment plan, approved by the premium recipient, has been made regarding outstanding pension insurance premiums.

19.2 If the service is performed by a posted employee in the service provider's employ, the service provider shall submit a certificate to the customer about the determination of the posted employee's social security. The aforementioned 12-month interval does not apply to this certificate, which must be submitted without delay and in any case before the posted employee begins work.

19.3 The customer has the right to terminate the procurement contract with immediate effect if the service provider fails to submit within the deadline the accounts and

certificates referred to in Clauses 19.1 and 19.2 above, or if an account or certificate reveals that the service provider has neglected its statutory obligations. Before terminating the procurement contract, the customer shall submit a notice in writing to the service provider about the neglect, informing the service provider about the threat of the contract being terminated unless the neglect is rectified within a reasonable period laid down by the customer.

19.4 In situations referred to in this chapter, the service provider has the right to receive full payment for services provided up to the time the contract is terminated, but is not entitled to any other compensation as a result of the termination of the contract.

## 20 Intellectual property rights

20.1 Unless otherwise agreed, intellectual property rights to the end results or documentation of the service will not be transferred to the customer. All materials that the customer and service provider hand over to one another before or after the signing of the contract will remain the property of the assignor. However, the customer shall have an irrevocable right to use the end results of the service as well other materials transferred to it by the service provider for a purpose related to the use of service in accordance with the contract. The right of use includes the right to use, copy and make or commission modifications of the materials. When making or commissioning modifications of the materials handed over by the service provider, the customer shall ensure that none of the service provider's business or trade secrets are disclosed. The customer has the right to transfer the materials to a party to whom the customer's tasks are transferred, with equal rights and obligations.

20.2 The service provider is responsible for ensuring that the services provided or the related materials will not, when used in accordance with the procurement contract, violate a third party's patent, copyright or other intellectual property rights valid in Finland.

20.3 If any claims are presented against the customer based on intellectual property rights relating to use of the materials, the service provider is obliged to meet these claims on the customer's behalf at its own expense. The service provider is obligated to ensure that no legal costs, damages, other compensations payable to a third party or other liabilities towards a third party are incurred by the customer through claims or obligations arising from intellectual property rights relating to the service or the related materials.

## 21 Confidentiality and processing of personal data

21.1 The contracting parties shall each ensure on their own part that when the service is provided, all currently valid statutory regulations on confidentiality, obligation to

observe confidentiality, data protection and the disclosure of confidential information are followed. Furthermore, the service provider shall follow the customer's instructions on the processing and archiving of documents and data.

21.2 If the service provider produces statutory or other equivalent tasks that are the customer's responsibility, valid provisions on public administration relating to confidentiality, such as the Act of the Openness of Government Activities (621/1999), shall be followed in the provision of the services governed by the procurement contract.

21.3 The customer is the controller (register keeper) referred to in the Personal Data Act (523/1999). At the end of the commission relationship, the personal data registers related to the relationship that are in the possession of the service provider shall be handed over to the customer.

21.4 The service provider is obligated to ensure that no private or family secrets that come to its knowledge when the service is provided or otherwise in activities under the contract are divulged without permission.

21.5 The service provider may not, without the customer's permission, disclose information to third parties that may have to be kept secret, or contain personal data in register format.

21.6 The service provider is obligated to ensure that the subcontractors it uses adhere to these provisions relating to confidentiality.

21.7 The service provider shall explain the contents of the confidentiality obligation to the employees who provide the service.

21.8 Should the customer so require, the service provider shall prepare a list of the service provider's or its subcontractor's personnel participating in the provision of the service who have access to the customer's materials or sensitive information relating to the customer or a third party. The list shall be continuously updated.

21.9 The contracting parties undertake to keep secret confidential materials and information that they receive from each other that by law must be kept secret and undertake not to use the materials and information for purposes other than those laid down in the procurement contract.

21.10 Transfer of information to an authority or other party on the basis of a mandatory official order shall not be deemed a violation of the confidentiality obligation.

21.11 The service provider may not use the procurement contract or the customer's name in any marketing materials without the customer's consent. Unless otherwise agreed, the service provider may, however, use the procurement contract as reference when submitting offers to procurement units referred to in procurement legislation.

21.12 The obligations laid down in this chapter shall remain in force after the procurement contract period.

## 22 Assigning or amending the contract and options

22.1 Without the customer's consent, the service provider does not have the right to assign the contract to a third party, even in part. The customer has the right to assign the procurement contract to a third party to whom the customer's duties are transferred in full or in part.

22.2 All amendments to the contract shall be made in writing. Amendments made in electronic format shall also be deemed amendments in writing.

22.3 Agreements on amendments relating to the service and their impact on the delivery schedule or price shall be made in writing before the changes are made.

22.4 If the procurement involves an option, the customer decides on whether to use it. The terms of the procurement contract shall apply to the option.

## 23 Duty to assist in case of change of service provider

23.1 In the event of a change of service provider, the service provider is obligated to help and assist the customer in transferring the contractual obligations to the new service provider or for handling by the customer itself. The service provider has the right to charge for work arising from this in accordance with its price list.

23.2 The duty to help and assist begins before the termination of the procurement contract when a notice of termination has been given or the procurement contract has been terminated or when the customer notifies that it is initiating a procurement that applies to services under this procurement contract. Unless otherwise agreed, the obligation shall remain in force at the most until 12 months have passed since the termination of the procurement contract.

## 24 Dispute resolution and applicable law

24.1 Any and all issues relating to the procurement contract shall be primarily resolved through negotiations between the contracting parties.

24.2 If a dispute cannot be resolved through negotiation, it will be submitted for resolution to the court of first instance at the customer's registered office.

24.3 The procurement contract is governed by Finnish law. However, the connecting factor rules of Finnish law do not apply to the procurement contract.

## 25 Order of validity of procurement contract documents

25.1 The procurement contract documents complement each other. Should there be any conflict between the contract documents, they shall be applied in the following order of validity, unless otherwise agreed:

1. Contract
2. Invitation to tender
3. General Terms of Public Procurement in Service Contracts  
(JYSE 2014 SERVICES)
4. Offer



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