

GENERAL TERMS OF AGREEMENT

1. Application of the terms

These terms are applied to all information services provided by Statistics Finland, unless otherwise agreed.

2. Fees

The fees for the services provided by Statistics Finland are based on the decree of the Ministry of Finance concerning the charges payable for the services of Statistics Finland (1271/2019). Payment is due 21 days from the date the invoice was delivered. Statistics Finland has the right to collect lawful interest on arrears for the period of delay in payment. The Value Added Tax Act (1501/1993) is applied to Statistics Finland's services. Should some change occur in a tax or some other public charge related to the service, Statistics Finland has the right to change prices accordingly.

Statistics Finland has the right to revise the prices of continuous agreements by giving written notice of the change at least 60 days before the change is applied. The client can terminate this agreement to end on the day the change enters into force by notifying Statistics Finland of the termination at least 30 days in advance.

3. Terms applying to Statistics Finland

Statistics Finland is responsible for the delivered data being as agreed. Statistics Finland will correct any error it has caused free of charge provided that Statistics Finland is informed of the error in writing within 30 days of the date when the incorrect data were delivered. Otherwise, Statistics Finland will invoice the costs arising from the correction.

Statistics Finland has the right to contract out the tasks specified in the assignment to third parties.

Statistics Finland has the right to destroy the material compiled for the client 30 days after the agreement ends, unless otherwise agreed.

Statistics Finland does not release intermediate products or data of the statistics or research if releasing them would breach the statutes on data secrecy. The Act on the Openness of Government Activities (621/1999) is applied to Statistics Finland and any agreements it concludes. All rights to the material produced on assignment belong to Statistics Finland, unless otherwise agreed.

4. Terms applying to the client

The client receives limited, non-exclusive and non-transferable user rights to the material it has ordered in accordance with the agreement. The client has no right to the processing methods or software used by Statistics Finland. When releasing data based on the material, Statistics Finland must be acknowledged as the source. The client, anyone acting on its behalf and users of the statistical data do not have the right to release, resell or commercially utilise the data or parts of it, unless otherwise agreed.

The right to use the material delivered on assignment continues as specified in the terms also after the expiry of the agreement, unless otherwise agreed.

5. Contact persons and data protection

The contact persons monitor the fulfilment of the agreement and handle any communications between the parties. The contact persons shall immediately notify of factors that may prevent the fulfilment of the agreement. Any changes concerning contact persons must be informed of in writing.

Statistics Finland processes the personal data of the contact persons in order to fulfil the obligations of the agreement and for invoicing purposes. The information is stored in Statistics Finland's customer and stakeholder register, whose data protection description can be found at https://www.stat.fi/meta/tietosuojaselosteet/tietosuojaseloste_asiakassuhderekisteri_en.html. Personal data are processed according to data protection legislation.

6. Limitation of liability

Statistics Finland is not responsible for errors caused by common use of research methods, like sampling or measurement methods, nor for delays or errors caused by the client's negligence. Statistics Finland is not responsible for errors or delays caused by interruptions or faults in central government's ICT services or other software, information systems or data communication links provided by a third party. Statistics Finland accepts no liability for delays in data delivered when such delays result from delayed delivery of statistical data from third parties. Statistics Finland will inform of delays in advance, when possible.

Statistics Finland is not responsible for any indirect damages, nor errors or delays caused by force majeure. The liability of Statistics Finland is limited to the price of the assignment, excluding damage caused wilfully or out of gross negligence.

7. Changes to the agreement and validity

Changes to the agreement are agreed on in writing. The agreement, or a change to the agreement, enters into force when both parties have signed it. The agreement is valid until the tasks and obligations of both parties have been completed. A continuous agreement remains valid until further notice. A continuous agreement can be terminated in writing with a three months' notice.

8. Cancellation of the agreement and contractual penalty

A party has the right to cancel the agreement if the other party violates any of these terms and has not redressed the violation within 30 days of a written notice. If a neglect or other violation of the agreement is essential, the other party has the right to cancel the agreement immediately.

When the agreement is cancelled, Statistics Finland is entitled to receive full compensation for any services it has performed under the agreement.

If the client or anyone acting on its behalf releases, publishes or otherwise uses the delivered data files contrary to the agreement terms, Statistics Finland has the right to charge a EUR 5,000 contractual penalty from the customer. In addition, Statistics Finland has the right to charge the price of the right to re-utilise the data from the client. If such a right cannot be granted due to the nature of the data, Statistics Finland has the right to demand the client to stop activities that breach the contract immediately.

9. Settling of differences

If any disputes arising from this agreement cannot be resolved by negotiation, the dispute is settled by the Helsinki District Court.