

**AGREEMENT ON THE SUPPLY OF A FEASIBILITY STUDY ON USE OF HYDROGEN AS A POWER SOURCE FOR AIRPORT EQUIPMENT**

**1. Parties and Contact Persons**

This Service Agreement ("**Agreement**") is entered into by and between:

1. **Finavia Oyj**, business identity code 2302570-2, a limited liability company duly incorporated and organized under the laws of Finland, address Lentäjätie 3, 01530 Vantaa ("**Customer**")
2. **Hamburg Airport / Flughafen Hamburg GmbH** ("**Customer**")
3. **Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai** ("**Customer**")
4. **Tallinn Airport / As Tallinna Lennujaam** ("**Customer**")
5. **Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"** ("**Customer**")
6. **Swedavia / Swedavia AB** ("**Customer**")

and

7. **ZAL Zentrum für Angewandte Luftfahrtforschung GmbH**, registration number EORI: DE471152150969824, a company duly incorporated and organized under the laws of Germany, address Hein-Saß-Weg 22, 21129 Hamburg, Germany ("**Service Provider**").

The Customers and the Service Provider are also referred to individually as a "**Party**" and collectively as "**Parties**".

Notices which may or are required to be given hereunder by one Party to the other Party shall be in writing and shall be sent by courier delivery, prepaid first class registered post or email to the receiving Party at the address given below.

All notices shall be made in English.

<b>Representing the Customers</b> <b>FINAVIA OYJ</b>  Person: Address: P.O. Box 50 FIN 01531 Vantaa, Finland	<b>Representing the Service Provider</b> <b>ZAL Zentrum für Angewandte</b> <b>Luftfahrtforschung GmbH</b>  Person: Address: Hein-Saß-Weg 22 21129 Hamburg, Germany
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Any notice sent by prepaid first class registered post shall be deemed to be received five days after the date of posting. Any notice sent by facsimile or email shall be deemed to be received on the day of transmission provided that confirmation of reception is obtained. Courier delivered notices shall be deemed to be received at the time of delivery provided that a counter signature has been received.

The Parties shall notify each other without undue delay of any changes to the above contact details.

## 2. Applicable General Contract Terms

To the extent that it is not otherwise specifically agreed in this Agreement or in the Annexes, the General Terms of Public Procurement in Service Contracts JYSE 2014 SERVICES updated version of April 2022 ("JYSE") shall apply to this Agreement.

## 3. Definitions

In addition to JYSE Chapter 1, the following definitions are used in this Agreement:

**"Service Description"** refers to annex 1. It includes a description of the service contents and the schedule for providing the Service. The service description also includes the description of the results of the Service.

## 4. Object of the Agreement

The object of the Agreement is the provision of the expert consultancy service ("**Service**") in accordance with the invitation to tender dated 6 SEP 2024 and the Service Provider's tender dated 24 SEP 2024. The Service is described in detail in the annex 1.

## 5. Subcontractors

The Service Provider is not authorised to contract any tasks under this Agreement to subcontractors without the Customers' express written consent.

## 6. Content and Quality of Service

The contents and quality of the Service are described in annex 1.

The Agreement does not include a minimum purchase obligation, nor does it give rise to the Service Provider's exclusive right to sell the Service to the Customers.

The Service shall be provided in the English language. The Service documentation shall also be provided in English.

If defects in the Service are significant or recurrent, the Customers shall have the right to terminate the Agreement in accordance with JYSE Paragraph 13.6.

The Customers have the right to receive all copies of the documentation referred to in JYSE Paragraph 6.3 with 7 days notice upon termination of the Agreement under the obligation to assist described in JYSE Chapter 23.

## 7. Personnel to be Used in the Service Provision

The Service Provider shall use the key persons named in the tender to render the Service. The Service Provider shall have no right to replace any named individuals who participate in the Service, either prior to signing the Agreement or during the validity of the Agreement, unless the representative of the Customers has given written consent in advance.

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 present for the key person a replacement with appropriate competence and experience.

The Service Provider shall replace, without unreasonable delay, any personnel whom the Customer reasonably considers lacking the necessary competence or with whom the Customer finds it manifestly difficult to collaborate.

The Service Provider shall at its own expense arrange for the personnel any required access permits to the airport premises, if necessary.

## 8. Duty to Assist

The Service Provider has a duty to assist the Customers to ensure that the Customers can supply sufficient information, for example, by asking questions and providing a list of the necessary information to the Customers.

## 9. Intellectual Property Rights

The Service Provider shall have the copyright to all material produced by the Service Provider in conjunction with the Service. The Customers shall have free and unrestricted access to all materials produced by the Service Provider for the purposes referred to in this Agreement for an unlimited time, including the right to use, copy, make or order changes, and to supply materials to third parties. The Customers have the right to publicise the results of the Service as it sees fit, for example on the Customer's websites.

Use if the copyright is demanded exclusively: All intellectual property rights to the result of the Service referred to in this Agreement are the exclusive property of the Customers, including the right to make modifications and hand over material to a third party.

In addition to JYSE Paragraphs 20.2 and 20.3, the Parties note that if it is stated by the Parties or by a legal decision that the use of the Service provided in accordance with the Agreement is in breach of the intellectual property rights of a third party, the Service Provider shall at its own expense acquire for the Customers the right to continue to use the Service in accordance with the Agreement. Alternatively, the Service Provider may provide a replacing Service free of charge or modify the Service in such a way that it can be used without infringing on the rights of a third party. The modified Service shall all times comply with the specifics of this Agreement.

## 10. Prices

The total price of the Services (as specified in the annex 1)

- Personnel cost
- Travel expenses and two (2) on-site surveys

is **28300 euros excluding VAT**.

The prices are fixed for the duration of the validity of the Agreement. For the sake of clarity, it is agreed that JYSE Paragraphs 9.7-9.9 shall not be applied.

The prices of the Service include all costs caused to the Service Provider by providing the Service, such as labor costs, expenses for copying, printing, equipment and office administration. The Customers will not compensate the Service Provider for any costs in addition to agreed prices, including travel or accommodation costs. If the Customers compensates the Service Provider for travel costs in exceptional cases, the State's Travelling Regulations (Finland) apply. Compensation of travel costs must be agreed on in writing with the Customers before travel in all cases.

Prices are exclusive of VAT.

## 11. Terms of Payment

In consideration of the Services provided, the Service Provider shall place invoices according to performed work afterwards against acceptance of the final report. The term of payment is

60 days net. The Service Provider must include an itemization of the performed work for identification of the grounds for invoicing.

As a clarification to JYSE Paragraphs 10.2, 10.3 and 11.4, the Parties note that the payment term is calculated from the date of the acceptance of the delivered Service in accordance with the Agreement. Services which are subject to recurring charges, must also be produced in accordance with the Agreement before the payment term starts.

The Customers shall not process any invoices not containing all required information specified in Annex 3.

**The total fixed price of 28300 € shall be shared according to the guidance in Request For Tender (Annex 2) paragraph 6 and therefore an individual invoice of 4726 € shall be sent separately to each Customer by using the addresses and guidance in Annex 3.**

Reports and documentation of the Service must be delivered to the Parties as described in the annex 2. The provision of reports in accordance with the Agreement is a prerequisite for payment.

Fixed price is agreed for the Service, the price shall not be exceeded without the Customers' written consent.

## **12. Term of the Agreement**

This Agreement shall take effect on once signed by all Parties.

## **13. Confidentiality**

In addition to what is agreed in JYSE Chapter 21, the Parties note that the rules on confidentiality shall continue to be in force after the termination of the Agreement.

## **14. Termination and Cancellation of the Agreement**

In addition to the circumstances specified in JYSE Chapter 18, the Customers shall have the right to terminate the Agreement if the Customers ceases its operation or the Service is no longer necessary for the Customers.

## **15. Amendments to the Agreement**

Written amendments to the Agreement referred to in JYSE Chapter 22 may only be made by the signatories to the Agreement or persons having equal power of authorisation.

The contact persons specified in the Agreement have no right to amend the Agreement.

## **16. Applicable Law and Dispute Resolution**

This Agreement and all matters arising out of or in connection with this Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland without reference to its choice of law rules.

All disputes arising out of or in connection with this Agreement shall be settled in the District Court of Vantaa, Finland as a court of first instance.

## **17. Other terms**

JYSE Paragraph 21.11 is replaced as follows: The Service Provider shall not use the Agreement or the Customers' or any other Party's name or logo as a reference or in any marketing without the Customer's prior written consent.

The Service Provider must fully comply with FINAVIA OYJ SUPPLIER CODE OF CONDUCT (Annex 5).

By signing the Agreement, the Parties undertake to comply with the principles of open, honest, transparent and responsible commercial activities, not to carry out any type of activity that may lead to the prescribed international, European Union or national sanctions or sanctions affecting significant financial and capital market interests of the European Union or member states of the North Atlantic Treaty Organization (hereinafter - Sanctions) violation, circumvention or imposition of Sanctions in relation to the Parties, board and supervisory board members, shareholders, beneficial owners, persons entitled to represent, or the procurator, or a person authorized to represent the Party in its activities related to the branch, as well as to take preventive measures in order to prevent violations of the Sanctions, as well as intentional or unintentional cases of their circumvention.

#### **18. Annexes and the Order of Precedence**

In the event of any discrepancy between the content of the body of this Agreement on one hand and any of the Annex(es) on the other hand, the content of this Agreement shall prevail, unless otherwise expressly provided in the Annex(es) with reference to a specific section of the body of this Agreement. In the event of any discrepancy between any of the Annexes, the Annexes shall prevail in their numerical order.

1. The Tender
2. Request for Tender 6 SEP 2024
3. Invoicing details of all Customers
4. General Terms of Public Procurement in Service Contracts, JYSE 2014 SERVICES updated version of April 2022
5. Finavia supplier code of conduct



**19. Signatures and Copies**

This Agreement has been drafted in seven identical copies, one for each Party and signed electronically or by hand.

**Customers:**

<p><u>25.2.25</u> (date)</p> <p><b>Finavia Ovi / Finavia corporation</b></p> <p>VP, Airport development</p>
<p><u>25.2.25</u> (date)</p> <p><b>Hamburg Airport / Flughafen Hamburg GmbH</b></p> <p>Deputy Head, Environmental Department</p>
<p><u>21.3.2025</u> (date)</p> <p><b>Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai</b></p> <p>CEO</p>

<p>_____ (date)</p> <p><b>Tallinn Airport / As Tallinna Lennujaam</b></p> <p>Chairman of the Management Board</p>
<p>_____ (date)</p> <p><b>Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"</b></p> <p>Chairperson of the Board</p> <p>Board member</p>
<p>_____ (date)</p> <p><b>Swedavia / Swedavia AB</b></p>

*Notas:*

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**Service Provider:**

*Henning* (place)      *30.01.20* (date)

**ZAL Zentrum für Angewandte Luftfahrtforschung GmbH**



OFFER

FOR

**STUDY ON SAFETY IN THE OPERATION OF A HYDROGEN-DRIVEN  
SNOW-PLOUGH-SWEEPER-BLOWER (PSB)**

OFFER-NR.: 2024\_ZAL\_533\_127\_01

to

Finavia Corporation  
P.O. Box 50  
01531 Vantaa  
Finland

- hereafter referred to as „Customer“ -

from ZAL Zentrum für Angewandte Luftfahrtforschung GmbH  
Hein-Saß-Weg 22  
21129 Hamburg

- hereafter referred to as „ZAL“ -

on 24.09.2024

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## 1 Preamble

ZAL is the technological research and development network of the civil aviation industry in the Hamburg Metropolitan Region. It functions as an interface between academic & research institutions, the aviation sector, and the City of Hamburg, aimed at securing and continually expanding the world's third-largest civil aviation site, following the motto: Future. Created in Hamburg.

The ZAL GmbH has profound knowledge and expertise on the design, layout, installation, and commissioning of hydrogen storage and distribution infrastructure. The Zal GmbH is responsible for the safe operation and functional hydrogen infrastructure at its premises, the ZAL TechCenter, in Hamburg. Beyond that, the ZAL GmbH is responsible for the design, commissioning, and operation of a liquid-hydrogen storage and supply unit within the Hamburg-funded "Hydrogen Aviation Lab" project. This LH2 storage and supply unit is placed on the premises of Lufthansa Technik on the airport of Hamburg in the vicinity of daily airport operations and within the security area.

Background of the study: One of the PSBs (<https://vmmas.com/vmmas-psb/>) operating at Helsinki Airport will be equipped with a piston engine using gaseous hydrogen (GH2). The machine has two engines, one for driving and one for providing power to hydraulics. The latter will be swapped to a hydrogen engine. The hydrogen tanks will carry approx. maximum 50 kg of hydrogen on-board the machine. The tank pressure will be 350 bar or 700 bar. The PSB will be in operative use at the airport during the winter 2025-2026 as part of the PSB fleet. Piloting will also take place at Riga airport. A temporary hydrogen refuelling station will be established at the airport for the piloting period. The airport has open shelters for PSBs as well as warm indoor garages together with warm indoor vehicle repair shops. The engine manufacturer will be responsible for maintaining the PSB during piloting and also for instructions on the use of the machine.

### Involved employees

Two employees of the Zal GmbH will mainly be involved in the work covered by this offer. Both employees are involved in several hydrogen infrastructure related projects.

<p><b>Dr.-Ing. Sebastian Altmann</b></p> <ul style="list-style-type: none"> <li>• Senior Expert Fuel Cell Lab</li> <li>• Safety Officer</li> <li>• Certificate according to COMMISSION IMPLEMENTING REGULATION (EU) 2015/1998, Chapter 11.2.6</li> </ul> <p>Since 2006 with ZAL GmbH:</p> <ul style="list-style-type: none"> <li>• Development, setup, operation, and maintenance of hydrogen laboratories and infrastructure at ZAL TechCenter</li> <li>• Primary contact person for tenants of the ZAL TechCenter regarding hydrogen infrastructure and safety aspects</li> <li>• Operation of ZAL TechLab (focus on general safety and specific hydrogen).</li> <li>• Design, build-up and operation of fuel cell and hydrogen test facilities.</li> <li>• Various funding and industry projects (administrative and technical work).</li> </ul>	<p><b>M.Sc. Tobias Riedel</b></p> <ul style="list-style-type: none"> <li>• Senior Development Engineer Fuel Cell Lab</li> </ul> <p>Since 2021 with ZAL GmbH:</p> <ul style="list-style-type: none"> <li>• Operation and maintenance of the ZAL TechLab</li> <li>• Secondary contact person for tenants of the ZAL TechCenter regarding hydrogen infrastructure</li> <li>• Design, build-up and operation of fuel cell and hydrogen test facilities.</li> <li>• Contributions to various funding and industry projects</li> </ul>
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## References and former projects (among others)

### Fuel Cell Lab (since 2016)

The *Fuel Cell Lab* is the laboratory space within the ZAL TechCenter where work is carried out regarding hydrogen and fuel cell systems. In several laboratories and hall areas, various companies are working on the realisation of low or zero emission systems based on hydrogen. The necessary infrastructure was specified by the ZAL GmbH and its partners in 2014, built and put into operation by 2016. In addition to the technical parameters for hydrogen supply, supply and exhaust air, electrical recovery and cooling, the necessary safety measures including all official approvals were also part of the work.

Tests with fuel cell systems and hydrogen plants have been carried out since 2016, with very different concepts being investigated. This requires regular maintenance and further development of the infrastructure, for which ZAL GmbH is responsible. The company also operates a filling station for hydrogen-powered UAS. The construction of a plant for the liquefaction of hydrogen is planned.

Responsible person: Sebastian Altmann

### Conversion of vehicles towards hydrogen power trains

The ZAL GmbH conducted several in-detail studies and realised prototypes for several customers to show the options of converting existing fossil fuel-based or battery-based power trains to hydrogen. This includes the onboard components as well as the required infrastructure. The range of vehicles varies from UAS<sup>1</sup> via intralogistics and ground vehicles to small aircrafts.

Main goals of the modifications are the extension of operating time, reduction of emissions and/or shorter refill times. To give a holistic approach several technologies are examined in order to find the best solution for the customer's needs and local conditions.

### Project - Operation and reliability of a fuel cell system for commercial aircraft (BeZel), Subproject C<sup>2</sup>

The focus of the ZAL GmbH contribution to this project was the hydrogen infrastructure as part of work package 1, especially the challenge of providing H<sub>2</sub> at the airport. The main objective was to design an automated calculation tool enabling the user to estimate the costs of converting the existing fossil-based energy supply to an energy supply based on renewable energies. This should be based on easily available information, without the interested airports having to carry out extensive internal research. The tool should also map the requirements of different airports. This is a key challenge, as no airport has the identical boundary conditions leading to many control variables. To be able to handle this complexity, various simplifications had to be developed in the course of the work, which at the same time deliver sufficiently accurate results.

During the project, ZAL GmbH worked primarily with the participants of the German working group "Hydrogen, fuel cells and electromobility at airports"<sup>3</sup>. On the one hand, data was collected on

<sup>1</sup> <https://zal.aero/en/news/flying-prototype/>

<sup>2</sup> BeZel - Betrieb und Zuverlässigkeit eines Brennstoffzellensystems für Verkehrsflugzeuge, Teilvorhaben C, Duration: 01.01.2015 – 31.12.2016, <https://www.now-gmbh.de/en/projectfinder/bezel/>

<sup>3</sup> NOW Working Group „Wasserstoff, Brennstoffzellen und Elektromobilität an Flughäfen“

energy consumption and energy supply and, on the other hand, it was determined how airport operations work in detail. The data collection includes the composition of the fleets, information on the fuel consumed and the thermal and electrical energy generated for the buildings. The load profiles of the vehicles and the utilization curves of both ground equipment and handling capacities are of particular interest in terms of operational processes.

Parallel to the collection of data, the literature was searched for information and correlations for the calculation of the infrastructure. If different sources were found, a selection was made based on the topicality of the characteristic values and the scalability. The tool was then built using the formulas found. Finally, the program was validated with respect to the data sets from airports.

Responsible person: Sebastian Altmann

#### **Project – Hydrogen Aviation Lab (HAL) <sup>4</sup>**

Within the *Hydrogen Aviation Lab* project, the project partners want to prepare for handling and maintenance of hydrogen-powered aircraft, whose entry into service is forecast for the middle of the next decade. Yet the laboratory will also spur on developers of future hydrogen-powered aircraft generations by helping optimise the procedures and safety levels during maintenance work or ground-handling.

A particularly striking example is refuelling with liquid hydrogen. Using current technology, the refuelling for a long-haul flight could possibly take several hours. Given the pressure on aircraft turnaround times in the airline industry, this would be clearly impracticable. The Hydrogen Aviation Lab is designed to address this and many other areas of research.

The main focus of the ZAL GmbH within this project is the design, layout, accompanying the manufacturing, commissioning, and operation of a liquid-hydrogen storage and supply unit. This LH2 storage and supply unit can store up to 200 kg of liquid hydrogen and provides the hydrogen to the aircraft during test campaigns. The unit is installed in a mobile standard container and is placed on the premises of Lufthansa Technik on the airport of Hamburg in the vicinity of daily airport operations and within the security area.

Responsible persons: Sebastian Altmann and Tobias Riedel

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<sup>4</sup> <https://zal.aero/en/news/a-new-lease-of-life-in-the-service-of-science/>, <https://www.lufthansa-technik.com/en/hydro-lab>, Duration: 01.01.2022 – 31.10.2024

## 2 Subject of the Offer

### 2.1 Description of the Work Package (WP) Activities

The following work packages are offered:

WP	Description:
10	<p><b>Safety Standards</b></p> <p>Identification and means of introduction and application of relevant safety standards that impact the use of hydrogen-powered heavy machinery at Helsinki and Riga airports.</p>
20	<p><b>Safety Procedures</b></p> <p>Based on the applied materials, components, and operation aspects of the PSB, suitable and practical daily and regular safety procedures for the operation and maintenance of the PSB equipment will be developed.</p>
30	<p><b>Site-Specific Safety Challenges</b></p> <p>Identify and evaluate safety challenges at both airports through on-site visits and discussions with responsible persons.            This work package will include travelling to both airports (Helsinki and Riga) with at least two persons.</p>

### 2.2 Required Input and Contribution by the Customer

WP:	Input/Contribution by the Customer	Provided on
10	<ul style="list-style-type: none"> <li>- Vammas PSB compliance documentation, if available</li> <li>- relevant PSB safety documentation, if available</li> <li>- Assistance in naming and contacting to local authorities</li> </ul>	
20	<ul style="list-style-type: none"> <li>- Vammas PSB operating manual, if available</li> <li>- Vammas PSB maintenance manual, if available</li> </ul>	
30	Access to the premises of the airports and responsible persons	

### 2.3 Deliverables

A final report, written in English, will summarise the findings of each work package as listed below. A draft of the final report will be made available to the project consortium four months after beginning of the work. Not later than two months after receiving feedback on the draft report from the project consortium ZAL delivers the final report. In case of unforeseen circumstances ZAL will propose an alternative schedule.

On a monthly basis ZAL will report on the progress in the project.

WP	Description:	Delivery Date
10	Documentation on relevant safety standards and their impact at Helsinki and Riga airports.	
20	Documentation of daily and regular safety procedures	
30	- Recommendations to set up an appropriate safe and secure working environment and necessary infrastructure, or required adaptations - Cost-effective solutions taking into account existing infrastructure and workshops	

#### 2.4 Additional descriptions and Conditions

Project planning and implementation are carried out conscientiously based on many years of experience in project management.

Items to be excluded are technical standards and safety aspects of

- Transportation of hydrogen to airports
- Hydrogen storages at the refuelling site
- Refuelling devices and containers/tanks linked to refuelling
- Local fire-fighting procedures and equipment

### 3 Way of Cooperation

- 3.1 ZAL will provide offered services using state of the art technology as well as own know-how and experiences.
- 3.2 ZAL designates **Sebastian Altmann** as the point of contact. The point of contact is responsible for communicating between Customer and ZAL and for coordinating tasks to other ZAL employees or subcontractors.
- 3.3 Customer designates a project leader, respectively.
- 3.4 The agreed services are carried out independently by the ZAL. The ZAL's employees are not integrated into the customer's operations. The customer will not issue any employment contract instructions to the employees of the ZAL (e.g. with regard to working hours, breaks). The ZAL independently ensures the scheduled and complete provision of the services. For this purpose, the contractor maintains its own, efficient operational organization, with the help of which it can make independent decisions about its work organization (e.g. duty, vacation and resource planning). Direct instructions by the customer to the ZAL employees are expressly excluded. Exceptions to this regulation are only permitted in urgent cases and in the case of imminent danger. The customer's break rooms and social facilities are not used by the contractor's staff.

### 4 Procedure, Calculation and Change Request

- 4.1 Project duration is set from **01.10.2024**, but not before receiving of the purchase order, to **28.02.2025**.
- 4.2 The project activities are defined in Section 2.1. The standard equipment (notebook, software, etc.) required for the provision of the services is provided by ZAL free of charge.
- 4.3 Required non-standard equipment of the customer (documentation, information, access to labs and demonstrators) are provided by Customer free of charge.
- 4.4 The deliverables and the deliverable dates are defined in section 2.3.
- 4.5 All offered work packages are based on given information. Should there be a need for altering or adding tasks, these changes shall be discussed with the customer and, if necessary, invoiced to the customer.

## 5 Approval and Payment

5.1 Work Packages are seen as approved if the customer is not objecting within 2 weeks after project duration end.

5.2 For the provision of the services, ZAL receives the following fixed price from the Customer:

WP:	Work Package	Price
10	<b>Personnel costs</b>	18.500,00 €
20	<b>One-day study visit to Helsinki airport (2 persons)</b>	4.900,00 €
30	<b>One-day study visit to Riga airport (2 persons)</b>	4.900,00 €
Total excl. VAT		<b>28.300,00 €</b>

5.3 Billing takes place after approved delivery.

5.4 The amount invoiced without any deductions will be due **90 days** after billing.

## 6 General Agreements

6.1 Any altering or adding of this framework agreement needs to be done in written form.

6.2 Location of carrying out offered services is Hamburg and Helsinki/Riga airports.

6.3 Should a provision of this agreement be or become ineffective, this shall not affect the validity of this agreement. The contracting parties are obliged to replace the ineffective provision with an effective one, which corresponds to the sense and purpose of the ineffective provision.

6.4 The law of the Federal Republic of Germany shall apply. Place of jurisdiction is Hamburg, Germany.

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## 7 Commitment Period

We will commit to this offer until the **31.10.2024**.

## 8 Contact

For commercial or technical questions, please refer to the persons below.

We hope to have presented an attractive offer to you. Please send the commission to [sales@zal.aero](mailto:sales@zal.aero).

ZAL Center of Applied Aeronautical Research

6 SEP 2024

## **REQUEST FOR TENDER REGARDING:**

### **A STUDY ON SAFETY IN THE OPERATION OF A HYDROGEN-DRIVEN IN A SNOW-PLOUGH-SWEEPER-BLOWER (PSB)**

The Working Group of parties listed below (hereinafter "Working Group" or "Buyers") hereby jointly request your Tender for a safety study.

This is the second round for requests for Tenders for this study. The first round was launched on 23 May 2024 but the consortium decided not to accept any of the Tenders mainly due to cost issues.

A detailed description of the study subject to this request for tender is provided in Attachment 2.

## **1 GENERAL**

### **1.1 The consortium**

The parties in the Working Group are all partners in the EU-funded project called BSR HyAirport.

The parties in question have committed to jointly undertake the "Airport Equipment" work package 1.4 in the BSR HyAirport project.

The parties are:

1. Finavia Corporation (Lead) / Finavia Oyj (The Lead Party)
2. Hamburg Airport / Flughafen Hamburg GmbH
3. Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai
4. Tallinn Airport / As Tallinna Lennujaam
5. Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"
6. Swedavia / Swedavia AB

### **1.2 BSR HyAirport project**

Given the geo-economic structure of the region, efficient and reliable air transport is of great importance for the mobility of people and businesses in the Baltic Sea Region (BSR). Air transport not only provides access to peripheral areas but also helps to connect regions on all sides of the Baltic Sea. As many flights cover short distances in an environmentally sensitive area, the BSR has great potential to benefit from the introduction of (gaseous) hydrogen-powered aircraft in the future.

6 SEP 2024



SMART GREEN MOBILITY

BSR HyAirport

The BSR HyAirport project aims to facilitate the early adoption of this key technology (GH2) in the BSR by preparing airports for storing, handling, and delivering gaseous green hydrogen (GH2) as a future energy source in aviation. Common challenges to be addressed by the partnership include the evaluation of options and elaboration of concepts for the regional supply of green hydrogen (GH2) to airports according to local demand, legal and safety requirements related to GH2 storage and handling at airports, and the development and testing of equipment and procedures for refuelling and handling hydrogen-powered aircraft.

With a partnership of airports, technology partners, airlines, and research institutions from across the programme area, the project will create a unique (maybe leading) platform for the joint development, implementation, and testing of practical solutions serving the common challenges and specific needs of hydrogen-powered aviation in the BSR region.

The HyAirport project is divided in three main Work Packages, which are

1. Preparing solutions
2. Piloting and evaluating solutions
3. Transferring solutions.

Attachment 1 gives an overview on the project structure.

### **1.3 Finavia Corporation**

Finavia provides its customers in aviation and air travel with safe, internationally high-quality, and competitive airport services, while developing supporting business functions. Finavia maintains and develops Finland's airport network comprising 20 airports including internationally awarded Helsinki Airport.

## **2 PROCUREMENT PROCEDURE**

The procurement procedure is a closed competitive tender.

The procurement competition is **not** subject to the Finnish Act on public contracts concerning contracting entities in the water, energy, transport and postal services sectors (Act on Public Contracts in Special Sectors, 1398/2016).

6 SEP 2024

### 3 OBJECT FOR PROCUREMENT

Object for procurement is ***a study on safety in the operation of a hydrogen-driven snow-plow-sweeper-blower***. The report shall assess local operative measures necessary to conduct the piloting of the GH2 powered PSB machine in a safe manner at Helsinki and Riga airports.

Attachment 2 defines the proposed content and extent of the safety study.

### 4 COMPARISON OF PROPOSALS

The selection criterion for proposals is not solely the lowest price. The procuring entity will choose the proposal with the best price-to-quality ratio. Quality comparison criteria include

1. the competency of the Bidder's staff in issues regarding safety in airport operations and aviation
2. the competency of the Bidder's staff in safety of gaseous hydrogen
  - a. in the use of vehicles and machinery
  - b. in the maintenance of such equipment; and
  - c. in working environments
3. the list of references of Bidder's previous undertakings in this field of studies and assessments.

### 5 PRICES AND VALIDITY OF PRICES

Prices must be presented without value-added tax.

The proposal must include the following items as separate prices:

- total price of the manhours for the study described in the Attachment 2
- a one-day study visit to Helsinki airport including travel expenses
- a one-day study visit to Riga airport including travel expenses.

### 6 INVOICING AND PAYMENT TERMS

Invoicing cannot take place before the Lead Party of the Working Group has accepted the final report.

The Supplier shall not add invoicing fees or similar charges to their invoices unless explicitly agreed with Buyers in writing. The payment term is sixty (60) days net.

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Due to the nature of a EU-funded projects the Supplier shall invoice each party in the Working Group separately. The invoice shall be split between the parties as follows:

1. Finavia Corporation (Lead Party) / Finavia Oyj	1. 16,7 %
2. Hamburg Airport / Flughafen Hamburg GmbH	2. 16,7%
3. Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai	3. 16,7%
4. Tallinn Airport / As Tallinna Lennujaam	4. 16,7%
5. Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"	5. 16,7%
6. Swedavia / Swedavia AB	6. 16,7%

Late payment interest is in accordance with the prevailing interest rate as per the Finnish Interest Act.

Invoices are to be submitted separately to each of the Buyers according to guidance provided during the work.

The Lead Party's contract number shall be identified in the invoice. The number will be provided with in the contract document.

## 7 DELIVERY TERMS/SCHEDULE

The service shall be commenced as soon as possible after the procurement decision has been made.

The Supplier shall briefly report on the proceeding of the work monthly. A draft for the final report shall be available to the consortium parties for evaluation and comments four months after beginning of the work.

The final delivery of the report shall take place in two months from the delivery of the draft report if not otherwise agreed.

The Bidder can propose an alternative schedule in order to balance available expert resources.

## 8 CONTRACT, TERMS AND CONDITIONS, AND CONTRACT PERIOD

The contract terms used are the general Finnish JYSE Services 2014 (updated version 4/2022), [Attachment 3](#). The contract will be drafted based on Finavia's contract template but signed by all parties in the Working Group.

[Attachment 5](#) includes a draft contract which will be amended (before signing) to include the names and signatories by all parties in

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the Working Group. The finalized contract will use the mentioned terms, and the supplier has the right to propose minor changes to the contract terms in their offer.

The documents of the tender request are to be attached to the concluded contract. Their priority will be defined in the executed contract.

The contract does not grant the supplier an exclusive right to produce the services specified in the contract.

Finavia together with the parties of the Working Group withdraw the right not to accept any of the Tenders.

## 9 OTHER TERMS

1) By taking part in this tendering, the Bidder assures it satisfies the exclusion criteria a) – c) below, which are in accordance with the Finnish Contractor's Obligations Act.

Certification documentation does not need to be attached to the Tender/Quotation, but may be requested prior to signing the Purchase Contract. If requested, the information and certificates should be no more than three (3) months old.

Regarding Bidders not covered by Finnish legislation, the national legislation applicable to the Bidder shall be adhered to.

a) An account of whether the enterprise is entered in the Prepayment Register as stipulated in the Finnish Prepayment Act (1118/1996), the Employer Register and the Value Added Tax Register as stipulated in the Finnish Value-added tax Act (1501/1993)

b) An extract from the Trade Register

c) A certificate that demonstrates that the enterprise does not have tax debt as defined in paragraph 2 of subsection 1 in section 20 b of the Finnish Act on the Public Disclosure and Confidentiality of Tax Information (1346/1999), or an account given by an official regarding the tax debt

2) Economic conditions

The Credit Rating of the Candidate must be at least A or its equivalent, deemed "satisfactory". The Candidate must upload its

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complete Alfa Rating/Credit Rating (or similar) report issued by a credit rating institution, unequivocally stating the credit rating of the Candidate. The report shall be in English and shall not be older than six (6) months from the date of receipt of the Request to Participate.

3) By taking part in this tender, the Candidate assures that no authorities, UN or EU sanctions are affecting the Candidate, and that the Candidate follows all relevant laws and rules.

4) The Bidder shall commit itself to the Supplier Code of Conduct – Guidelines for Suppliers to Finavia Oyj, Attachment 4.

5) Any party of the consortium shall have a right to require carrying out background checks regarding Service Provider's employees to the extent legally permissible and at the Service Provider's expense. This is due to enable, when necessary, access of the Supplier's staff to the security restricted area of airports being selected as case examples. However, consortium parties will do their utmost not to implement the process of background checks if other adequate procedures are available for fulfilling security standards.

## 10 SUBCONTRACTING

The Bidder can propose to use special experts as subcontractors if relevant for the content of the Tender.

The Bidder shall specify which subcontractor companies they propose to employ and the names of the key personnel of the subcontractors.

## 11 CONFIDENTIALITY

The attachments to the tender request are confidential documents, as well as any materials provided later, and information from these documents may not be disclosed to third parties without the written consent of Finavia.

## 12 ADDITIONAL INFORMATION

All questions related to the tender must be submitted via email to [ymparisto@finavia.fi](mailto:ymparisto@finavia.fi) by **15 SEP 2024**.

Questions and their answers will be sent to all participating bidders who have provided their email addresses by **17 SEP 2024**.

To ensure fair treatment, questions submitted through other means will not be addressed.

6 SEP 2024



### **13 SUBMISSION OF PROPOSAL AND VALIDITY PERIOD**

Proposals must be submitted by **25 SEP 2024** at 23:00 CET via email to: [ymparisto@finavia.fi](mailto:ymparisto@finavia.fi), with the subject line: "A study on hydrogen safety / Your Company Name".

Proposals received after the deadline will not be considered. The proposal must be valid for at least two (2) months after the deadline for receiving proposals.

### **Date and Signature**

Vantaa, Finland, **6 SEP 2024**

Representing the following parties in the Working Group

- Hamburg Airport / Flughafen Hamburg GmbH
- Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai
- Tallinn Airport / As Tallinna Lennujaam
- Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"
- Swedavia / Swedavia AB

FINAVIA CORPORATION

Vice President, Airport Development  
Helsinki Airport  
Finavia Corporation

### **ATTACHMENTS**

Attachment 1: BSR HyAirport Project Structure

Attachment 2: Description of the Safety Study

Attachment 3: Contract Terms on JYSE Services

Attachment 4: Supplier Code of Conduct – Guidelines for Suppliers to Finavia Oyj

Attachment 5: A Draft Contract



## ADDRESSES AND GUIDANCE FOR BILLING

- THE CONTRACT BETWEEN FINAVIA AND FIVE OTHER CLIENT COMPANIES AND SERVICE PROVIDER

## Finavia

Invoices received by us must contain the following reference information:

Cost centre number

Contact person of the buyer

Buyer's contract number

Other reference information provided by the buyer (e.g. project number)

We do not process invoices submitted with incomplete information. Incomplete or incorrect reference data may also cause a delay in payment.

Finavia Corporation and the subsidiaries Airpro Oy and RTG Ground Handling Oy use electronic purchase orders and online invoices to accelerate the purchase and invoicing processes.

Please send your invoices either as e-invoices or as invoices created through the Basware supplier portal.

## ONLINE INVOICES

Our online invoicing and PEPPOL addresses are:

Finavia Oyj EDI-invoice: 003723025702

PEPPOL-address: 0216:003723025702

Operator:

Basware Corporation Operator ID: BAWCFI22

**SUPPLIER PORTAL** In addition to online invoicing, we have launched a supplier portal that makes it possible to send electronic invoices even if actual online invoicing was not used or possible. The service is free.

You can activate the service in Basware Commerce Network:  
<https://portal.basware.com/open/finavia20>

Instructions on using the portal: [https://portal.basware.com/hardcoded\\_versioned\\_path/assets/b2bcloud/EN/about.this.document.htm](https://portal.basware.com/hardcoded_versioned_path/assets/b2bcloud/EN/about.this.document.htm)

The portal also has a chat function for contacting Basware's support personnel. We would like to kindly ask you to inform us of the number of your first online invoice by sending e-mail to



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accountspayable@finavia.fi. In this manner, we can ensure that your invoice has arrived.

Finavia shall not be liable to pay an invoice that is not provided as the electronic invoice.

### **Hamburg Airport / Flughafen Hamburg GmbH**

The invoice needs to have an order number given by Hamburg airport. The order number can be given not until the amount to be invoiced is known.

The process:

1. Provide Hamburg airport with the amount (€)
2. After 1-2 Weeks (at the latest) the airport will provide an order number
3. Invoice with the provided order number to be sent to:

by email to:

or by mail to:

Flughafen Hamburg GmbH

Flughafenstraße 1-3  
22335 Hamburg

Bestellnummer: „*insert order number here*“

### **Lithuanian Airports / Akcinė bendrovė Lietuvos oro uostai**

Please send the invoices to [info@ltou.lt](mailto:info@ltou.lt) and to

Details for invoice:

JSC Lithuanian Airports, +370 612 44442, Rodūnios road 10A,  
LT-02189, Register No. 120864074, VAT code LT208640716

**Tallinn Airport / As Tallinna Lennujaam**

Please send the invoice in pdf-format to [arve@til.aero](mailto:arve@til.aero), add  
as cc.

**Company details:****AS Tallinna Lennujaam**

Registry code: 10349560

VAT: EE100343007

**Business address and passenger terminal:**

Tartu mnt. 101, 10112 Tallinn, Eesti

**Bank details:****Swedbank**

SWIFT/BIC: HABAE2X

IBAN: EE682200221001121990

**SEB**

SWIFT/BIC: EEUHEE2X

IBAN: EE121010220069759010

**Luminor**

SWIFT/BIC: NDEAEE2X

IBAN: EE901700017000885616

**Riga Airport / State Joint-Stock Company (SJSC) "RIGA INTERNATIONAL AIRPORT"**

The invoices shall be sent to:

SJSC Riga International Airport

Lidosta "Rīga" 10/1 Mārupes novads LV 1053

LATVIJA

Include reference: "*internal project code: \_INTERREG H2*"

**Swedavia / Swedavia AB**

Invoices should be addressed to:

Swedavia AB

Box 435

601 05 Norrköping

VAT: SE556797081801

Include reference " 64342" on the invoices.

Invoices in PDF format can be sent to the following email address:





**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

**General Terms of Public Procurement in Service Contracts**  
**JYSE terms, April 2022**

<b>Publications of the Ministry of Finance 2022:25</b>		<b>Subject</b>	Governance Policy
<b>Publisher</b>	Ministry of Finance		
<b>Group author</b>	Ministry of Finance		
<b>Language</b>	English	<b>Pages</b>	31

**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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## Julkisten hankintojen yleiset sopimusehdot palveluhankinnoissa JYSE-ehdot, huhtikuu 2022

Valtiovarainministeriön julkaisuja 2022:25	Teema	Hallintopoliittikka
Julkaisija	Valtiovarainministeriö	
Yhteisötekijä	Valtiovarainministeriö	
Kieli	englanti	Sivumäärä 31

### Tiivistelmä

Julkisten hankintojen yleiset sopimusehdot (JYSE) ovat valtiovarainministeriön ylläpitämiä sopimusehtoja. Ehdossa on huomioitu hankintalain sopimuksille asetamat 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	hallintopoliittikka, hankinta, hankintamenettely, sopimusehdot, julkiset hankinnat		
ISBN PDF	978-952-367-199-7	ISSN PDF	1797-9714
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## Allmänna avtalsvillkor för offentlig upphandling av tjänster JYSE-villkor, april 2022

Finansministeriets publikationer 2022:25	Teema	Förvaltningspolitiken
Utgivare	Finansministeriet	
Utarbetad av	Finansministeriet	
Språk	engelska	Sidantal 31

### Referat

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 egendliga upphandlingskontraktet.

Det finns separata avtalsvillkor för varor och tjänster:

- JYSE 2014 VAROR (obs. den uppdaterade versionen från april 2022)
- JYSE 2014 TJÄNSTER (obs. den uppdaterade versionen från april 2022)

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 iaktas i avtalen vid offentlig upphandling.

Nyckelord	förvaltningspolitiken, upphandling, upphandlingsförfarande, avtalsvillkor, offentlig upphandling		
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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.

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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
Augusti 2016 / Updated version	<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>
April 2017 / Updated version	<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> <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>
April 2022 / Updated version	

## 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 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 fulfillment 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 substitute 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 willfully 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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1.5.2022

## FINAVIA OYJ SUPPLIER CODE OF CONDUCT

Finavia Oyj is a state owned airport company which operates national airport network in Finland. Passengers, airlines and general aviation are our customers. We produce services for air traffic in cooperation with a large group of partners.

Finavia is committed to sustainability, high standards of business ethics and integrity.

The purpose of this Supplier Code of Conduct is to define the minimum sustainability and corporate responsibility requirements placed on Finavia's suppliers. The supplier is expected to comply with the requirements set out in this Code of Conduct, which Finavia also adheres to. In addition, Finavia and the supplier may agree on further standards in supply agreements.

The Supplier Code of Conduct is based on the ten principles of the United Nations Global Compact. ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

### BUSINESS PRINCIPLES

#### Legal compliance

Finavia's suppliers shall comply with all the applicable laws and regulations in all locations where they conduct business.

In addition to complying with all applicable legal and regulatory requirements, Finavia's suppliers shall act in accordance with high standards of business ethics. Suppliers agree not to disclose confidential information concerning Finavia or its business partners and customers. When allowed under applicable agreements, suppliers shall only issue accurate and relevant financial and other information on Finavia's business operations.

#### Fair competition

The suppliers shall compete in fair manner in compliance with applicable competition laws and regulations and shall not enter into any agreements with its competitors to agree on prices or to restrict the availability of products.

#### Conflicts of interest

The supplier should avoid any interaction with Finavia employees that may conflict, or appear to conflict with that employee's duty to act in the best interest of Finavia.

The supplier must inform if a Finavia employee or his/her immediate family member holds a material financial or other interest in the supplier. The supplier must also inform Finavia if a Finavia employee of his/her immediate family member holds a managerial position at the supplier, or works for the supplier and such employment creates a conflict of interest.

#### Anti-corruption

The highest standards of integrity are to be expected in all business interactions. Any form of corruption, including improper offers for payments to or from employees or organizations, is prohibited.

#### Trade sanctions compliance

Finavia requires that the supplier is not subject to any sanctions imposed by the authorities, the UN or the EU, and that our suppliers comply with all applicable laws and regulations.

The supplier must immediately notify Finavia if it is or is about to be a subject to trade sanctions compliance investigation.

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**HUMAN RIGHTS AND LABOR STANDARDS****Human Rights**

Finavia's suppliers shall support and respect internationally proclaimed human rights. Finavia's suppliers shall make sure that they are not engaged in human rights abuses.

**Freedom of association**

Finavia's suppliers shall recognize and respect employees' freedom of association and their right to freely choose their representatives which shall meet the minimum code of ethics. The suppliers shall also recognize employees' right to collective bargaining.

**Forced labor**

Forced labour of any form is forbidden. This shall also include modern slavery, human trafficking and bonded labour.

**Employment conditions**

Finavia's suppliers shall ensure that their employees understand their terms of employment.

Pay and terms shall be fair and reasonable and comply at a minimum with national laws. Working hours comply with national laws.

**Child labor**

The Supplier is prohibited from using workers under the minimum legal age of employment in the jurisdiction where work is performed on behalf of Finavia.

**Harassment**

The personal dignity, privacy and personal rights of every individual have to be respected.

Employees shall not be subject to corporal punishment or to physical, sexual, psychological or verbal harassment or abuse.

**Non-discrimination**

All employees of the supplier, regardless of the race, nationality, social background, possible disability, sexual orientation, political or religious conviction as well as their gender or age, shall be treated strictly according to their abilities and qualifications in any employment decision, including but not limited to hiring, advancement, compensation, benefits, training, layoffs and termination.

**Health and safety**

The supplier is obliged to provide a safe and healthy working environment to prevent accidents and injury and, when applicable, provide safe and healthy residential facilities, with applicable local law as a minimum.

**ENVIRONMENT**

The supplier will comply with environmental legislation, regulations and standards applicable to their operations, and will observe environmentally conscious practices in all locations where they operate. Environmental burden shall be minimized and performance also in respect of environmental matters shall be improved continuously.

Suppliers are encouraged to implement their own management systems according to international environmental standards to meet these requirements.

**Product Safety**

All products and services must meet the quality and safety criteria specified in relevant contract elements and meet all applicable legislative requirements. The supplier must manage the hygiene and product safety risks throughout the entire supply chain.

Supplier must ensure that delivered products, if used as intended, are safe for people and the environment.

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## **Supply Chain**

The supplier shall ensure – to the extent feasible to the products and services it delivers - that all its sub-suppliers recognize and respect the requirements of this Code of Conduct or align to its principles as appropriate.

## **REPORTING OF INCIDENTS**

Suppliers shall report any incident or behavior considered to be in breach of this conduct back to Finavia.

Finavia may periodically conduct supplier audits to ensure the compliance of this Code of Conduct.

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