

General terms and conditions of Government's analysis, assessment and research activities (VN TEAS)

(updated 18th November 2021)

Contents

I General	2
1. Background	2
2. General terms and conditions for analysis, assessment and research procurement ...	2
3. Application documents	3
4. Evaluation of the applications.....	5
5. Proposal and decision on purchase and the agreement	7
6. Consortia.....	8
7. Subcontracting	9
8. Position and responsibilities of the manager responsible for the research work	10
9. Steering group.....	11
10. Invoicing and payment of the appropriation.....	12
11. Acceptable costs	13
12. Publishing the research results and providing information on them	16
13. Quality assurance.....	17
14. Intellectual property rights	19
15. Accounting obligation and retention of accounting material	20
16. Evaluation following the completion of the project.....	20
II Supervision of the use of the appropriation and penalties for non-compliance with the terms and conditions.....	20
1. Errors, price reduction, termination and cancellation of the agreement.....	21
2. Delays	22
3. Force majeure	23
4. Compensation for damages	23
5. Secrecy and the processing of personal data	24
6. Assignment of the agreement	25
III Additional information	25

I General

1. Background

The aim of the analysis, assessment and research activities supporting Government decision-making is to ensure a strong and horizontal knowledge base to support societal decision-making.

Each year, the Government approves a plan for analysis, assessment and research in support of decision-making, which directs the activities in accordance with the priority areas selected by the Government. The plan is prepared by the Government working group for the coordination of research, foresight and assessment activities (TEA working group), which operates under the auspices of the Prime Minister's Office. Each ministry is represented by one member in the group.

About EUR 10 million is available for the implementation of the plan for analysis, assessment and research. Part of the appropriations is reserved for urgent analysis and research needs for policy decisions that may arise at a later stage. The appropriations will be used for analyses, assessments, foresight reports, impact comparisons of various policy instruments and evaluations of situation awareness scenarios. Analysis, assessment and research projects lasts between six months and three years. The projects are expected to be transparent and the outcomes must be as widely applicable as possible.

2. General terms and conditions for analysis, assessment and research procurement

All analysis, assessment and research projects are put out to open tender. These projects are purchased as **research and development services**, which fall outside the scope of the Act on Public Procurement and Concession Contracts (1397/2016; hereafter the 'Act on Public Procurement'). Under section 9, subsection 1, paragraph 13 of the Act on Public Procurement, the act does not apply to contracts concerning the research and development services referred to in Schedule A of the act, except where the benefits derived from them accrue solely to the contracting entity for use in its operations and the contracting entity pays in full for the service performed.

The calls for application are intended for such bodies as higher education institutions, research institutes, companies and organisations or consortia formed by them. International organisations may also take part in the calls. The appropriations are only made available to background organisations, not to individual persons.

The calls for applications are divided into themes jointly selected by administrative branches and the themes are specified on the basis of information need descriptions. Experts in the ministries evaluate the applications and submit a proposal to the Prime Minister's Office on which projects should be selected. Relevance, usability, project quality, expertise of the project implementers, adequacy of resources, communications and information management are used as the selection criteria (see [Section I/4](#)).

Based on the proposal submitted by the evaluation group, the Prime Minister's Office decides on the purchasing of analysis, assessment and research, prepares the agreements with project actors, ensures that all necessary payments are made and monitors the project implementation in cooperation with the steering groups appointed for the projects.

The **full cost model** is applied to the analysis, assessment and research agreements pertaining to Government decision-making. **The appropriations cover all expenses** arising from the projects and no self-financing is required. Self-financing is allowed but it is not considered in the evaluation. The Prime Minister's Office is responsible for financial monitoring and the payment of invoices. Monitoring of the project implementation is the responsibility of the project steering group. The steering group is chaired by a representative of the ministry responsible for the project, and the representative must ensure that both the Prime Minister's Office and the TEA working group are kept regularly up to date on the progress of the project and, later, of its results and interim and final reports.

Projects funded from the appropriation for analysis, assessment and research activities must comply with the principles of responsible conduct of research (RCR) and the ethical principles of research with human participants and ethical review in the human sciences in Finland. (See [Section I/13](#)).

3. Application documents

All calls for VN TEAS applications take place in the electronic application and service system of the Government's analysis, assessment and research activities at vnteas-asiointi.fi (website in Finnish).

The language used in the VN TEAS electronic services system is Finnish but the application form can also be completed in Swedish. The project plan and CVs attached to the application may be in Finnish, Swedish or English.

By taking part in the call for applications, the applicant accepts the records of processing activities pertaining to the personal data file of the Government's analysis, assessment and research activities (General Data Protection Regulation of the EU (2016/679)). The Act on the Openness of Government Activities (621/1999) applies to the public access to the application documents.

As a general rule, the project application and its appendices are public documents, with the exception of the detailed project plan attached to the application, which is generally secret unless the applicant declares or the authorities decide otherwise (Act on the Openness of Government Activities (621/1999), chapter 6, section 24: Secret official documents, paragraph 21).

If, in the applicant's view, the application contains information to be kept secret in addition to the above, the applicant must indicate the confidential information in a separate appendix along with the grounds for secrecy. The final decision on the secrecy of the information will be made by the Prime Minister's Office.

In the project application, the applicant must detail the resources required for the project and the plan for using the appropriation. This includes a cost estimate, the input required by all persons taking part in the project, and the project funding plan. The cost estimate may not exceed the upper limit of the appropriation stated in the call for applications. Only the expenses that are included in the application and in the plan for the use of the appropriation are accepted as eligible costs as defined below.

Detailed instructions for completing the application can be found in the electronic application and service system (in Finnish).

If the project is selected, more detailed provisions on the implementation of the project and responsibilities pertaining to it are entered in the agreement between the Prime Minister's Office and the project implementer. The persons signing the agreement must have the right to sign for their organisation.

The project applications must be submitted via the electronic application and service system of the Government's analysis, assessment and research activities. The following appendices must be appended to the application as separate attachments:

- 1) **Project plan:** The application must include a preliminary, freely worded project plan for the study or research project to be carried out, which may be defined in greater detail in consultation with the steering group in the early stages of the project. The plan may have a maximum of **10 pages**. The structure of the project plan is presented in the application and service system.
- 2) **CVs:** The CVs of the persons playing a key role in the project implementation must be appended to the application and the work input of these persons must also be described under the 'Asiantuntijat' (Experts) tab in the application. The CV is a concise presentation of the scientific merits essential for the implementation of the project plan. The template for researcher's curriculum vitae prepared by the Finnish National Board on Research Integrity can be used as a basis

(<https://tenk.fi/en/advice-and-materials/template-researchers-curriculum-vitae>).

The CV may be a maximum of two pages long. The CV is a public document.

A **consortium application** must be completed in the same manner as the application submitted by an individual applicant. The consortium partners, along with their subcontractors, must be specified and listed under 'Muut hankkeen toteuttajatahot' (Other project implementers). The cost estimate must be entered separately for each organisation on the 'Budjetti' (Budget) tab of the application. In addition to the joint project plan, the joint application submitted by a consortium must also contain the CVs of the persons working for the consortium's research groups and who play a key role in the project. The agreement is concluded with the principal implementer of the project, and this party is also responsible for the flow of information between the Prime Minister's Office and the implementation team. For more information about the activities of a consortium, see section 6.

If the applicant intends to use subcontracting, the application must be completed in the same manner as a consortium application.

4. Evaluation of the applications

The experts of the ministries responsible for the projects evaluate the projects and review the applications in cooperation with experts of the other ministries taking part in the activities. There are four evaluation criteria and they are weighted as follows:

Evaluation criteria

1. Relevance and usability (25%)

If an application receives zero points for this criterion, it will not be evaluated against the other criteria.

An application that receives less than 2.0 points for this criterion cannot be selected for implementation.

- Meets the objectives set out in the information need description and provides answers to the research questions listed in the description
- Can be utilised in a timely manner in relation to the presented information needs
- Generates added value and information benefits for decision-making and preparation of decisions

2. Project quality (35%)

- Clarity and feasibility of the project plan
- Applicability of the research methods and approach to information needs

3. Expertise of project implementers and adequacy of resources (30%)

- Research and scientific merits of the implementers as well as expertise and familiarity with the topic (can be demonstrated in the CV through education, work experience and previous similar research projects, and also through other activities)
- Adequacy and applicability of available human resources in the specific areas of the project

4. Communications and information management (10%)

- Identifies and provides solutions for effective, correctly timed communications and interaction
- The communication and utilisation plan is realistic in terms of the objectives and resources
- The plan does not repeat the objectives of the research project but describes the objectives of research communications and interaction
- Identifies the parties in need of the information and the means to reach them
- Information management follows the principles of open science and research

The description of the information need provided in the call for applications will serve as the basis for comparison. Both numerical and verbal assessments will be used in the assessment. The verbal evaluation comparing the applications will be used to support the numerical assessment. The numerical scale for each evaluation criterion is 0-4 (half points between 1.5 and 3.5 are also used).

- 0 = does not correspond at all to the specifications in the description of the information need
- 1 = corresponds poorly to the specifications in the description of the information need
- 2 = corresponds reasonably well to the specifications in the description of the information need
- 3 = corresponds well to the specifications in the description of the information need
- 4 = corresponds very well to the specifications in the description of the information need

If two applications receive the same equally weighted score (Relevance and usability * 25% + Project quality * 35% + Expertise of project implementers and adequacy of resources * 30% + Communications and information management * 10%), the project with higher total score for evaluation criteria 1 and 2 will be selected. The evaluation is based on openness, non-discrimination and equal treatment. Questions concerning the content of the evaluation can be submitted to the ministries responsible for the projects.

Disqualification of the applicant

A person who can be considered to have been involved in the preparation of an information requirement or who is otherwise in possession of confidential information that would put them in a more advantageous position than other applicants cannot take part in the call for applications.

Disqualification does not mean that impartiality is actually in danger, as the mere possibility that impartiality is at risk is enough to disqualify a person.

5. Proposal and decision on purchase and the agreement

After the completion of the evaluation, the Prime Minister's Office will decide on purchasing an analysis, assessment and research project via the electronic system.

The decision may also be conditional. The ministries concerned have the right to negotiate with applicants on revising the project plans, on combining proposed projects into larger packages and on other changes after the purchasing decision and before the conclusion of the agreement. In that case, the ministry responsible for the project may discuss change needs with the applicants after the purchasing decision. If the applicants fail to respond to the proposed change needs, the conditional purchasing decision will expire. The conditionally approved applications are reopened in the system for modification. The project actor incorporates the changes into its application and appends the updated project plan to the document. After this, the application is sent from the system.

If a combination of two projects is proposed, the projects concerned must be clearly indicated in the proposal for a purchase. In that case, the application form submitted by the party designated as the principal implementer of the projects selected for combination will be changed in the electronic system so that it is in accordance with the changes proposed in the conditional decision, and a new revised project plan will be appended to it.

The Prime Minister's Office will make the purchasing decision and conclude the agreements with the project implementers.

After the purchasing decision, the selected implementer will be able to view the draft project agreement in the system. As a rule, a waiting period of 14 days is applied to the preparation of the agreement, and this period starts from the day on which the applicants are considered to have received notification of the purchase.

The project actor may download the draft agreement and make changes to it in its organisation using edit markings. After that, the project actor can again save the edited agreement template in the system. The Prime Minister's Office will review the proposed changes

and will contact the project actor if it has anything to comment. If no changes are required in the agreement template, the project actor must tick the box on 'Mikäli sopimus pohja on mielestäsi riittävä, voit hyväksyä sen laittamalla ruksin tähän' (Tick this box if you think that no changes are required in the agreement template). When all parties concerned are satisfied with the agreement template, the Prime Minister's Office will prepare a PDF file of the agreement, which includes all appendices to the document. This file will be sent for electronic signature to the persons entered in the agreement template. If the parties are unable to reach an agreement and do not sign the agreement, the decision on purchasing analysis, assessment and research work will expire.

The electronic signing takes place via the www.vismasign.com application. The signatories will receive a message with a link to the agreement to be signed to their email. Identification for the signing is by means of banking codes or a mobile certificate.

The project may only be launched and it can only incur costs after both parties have signed the agreement. The Prime Minister's Office will not accept any costs incurred by the project before the signing of the agreement.

6. Consortia

The party responsible for the consortium (principal implementer) is responsible for ensuring that the project can be carried out as planned. However, each of the parties to the consortium is responsible for the correctness of its own analysis, assessment and research work.

In consortium projects, the parties must conclude a consortium agreement in which each of the members also pledges to observe these general terms and conditions. The consortium agreement must be submitted to the Prime Minister's Office on request. The Prime Minister's Office has the right to terminate the agreement with immediate effect if the consortium agreement is not delivered upon request.

The members of the consortium are jointly and severally responsible for meeting the contractual obligations. For example, if one or more members of the consortium are in breach of the agreement, the Prime Minister's Office has the right to demand that the contractual obligation is fulfilled or to claim damages or penalties arising from a breach of contract from any member of the consortium and the member in question must in this case meet the contractual obligations on its own behalf and on behalf of the other members of the consortium. When the consequences of the contractual breaches are calculated, the consortium is considered to be a single legal entity so that, for example, the contractual delay penalty will only be collected once. If the termination clause contained in the agreement

applies to one member of the consortium, the Prime Minister's Office has the right to terminate the agreement for the entire consortium. Complaints must be submitted to the principal project implementer. In consortium projects, the **principal project implementer is responsible for the financial transactions and financial administration of the project in a manner agreed in the consortium agreement**. The principal project implementer must send an invoice to the Prime Minister's Office and the expenses incurred by the consortium actors must be itemised in an appendix to the invoice. The principal project implementer must ensure, in cooperation with the manager in charge of the project, that each organisation of the consortium executes the project plan in accordance with the project plan as agreed and receives the agreed compensation for it.

In consortium projects, consideration must be given to the value added taxes invoiced to the principal project implementer by a party to the consortium even though they are not directly invoiced to the Prime Minister's Office.

7. Subcontracting

The applicant has the right to use subcontractors for the provision of services (outsourced services). The applicant (the principal project implementer) is in a contractual relationship with the Prime Minister's Office. When using subcontractors, the principal project implementer is as responsible for the contributions of any subcontractor it uses as it is for its own contributions, and it is responsible for ensuring that the subcontractor complies with its obligations under this service purchasing agreement and these general terms and conditions.

The subcontractors used and their work inputs must be itemised in the application **by person**. The CVs of the persons playing a key role in project implementation must be submitted as appendices. The costs incurred by subcontractors are entered on the 'Budjetti' tab under 'Ostopalvelut' (Outsourced services). If the subcontractors are not itemised in the application by person on the basis of their work inputs, the work inputs cannot be considered in the evaluation of the application.

The supplier has no right to replace a subcontractor designated in the application or a subcontractor contributing to the fulfilment of essential contractual obligations without the client's consent.

If, however, a subcontractor designated in the application or a subcontractor participating in the meeting of essential contractual obligations cannot, for overriding reasons beyond the control of the supplier, take part in the provision of the services set out in the purchasing agreement, the supplier has the right to replace the subcontractor with a subcontractor with equal quality and resources that is acceptable to the client. The client may only refuse

to accept a replacement subcontractor proposed by the service provider for a justified reason.

8. Position and responsibilities of the manager responsible for the research work

The manager responsible for the project is responsible for project implementation, for correctness of the information entered in the applications, for ensuring that any appropriation made available to the project is used for the agreed purpose and for compliance with all relevant instructions and regulations. The manager responsible for the project pledges to cooperate with other service providers supplying the client with services so that it can be ensured that the service package functions with maximum flexibility and minimum interruptions from the perspective of the client.

The manager responsible for the project must ensure that there is agreement on the sharing of costs between other parties to the consortium and that reporting on the project is arranged in the manner required by the steering group and the Prime Minister's Office and that project costs are monitored and they are invoiced in an appropriate manner.

The manager responsible for the project acts as the main liaison between the project and the client. The manager responsible for the project

- must ensure that the purchasing decisions are sent to all project implementers without delay and that any agreements between different implementers related to the project have been prepared and signed
- must ensure that interaction and communications in the project are arranged in the manner required by the steering group and the Prime Minister's Office and that project costs are monitored and they are invoiced in an appropriate manner
- must ensure that there is agreement on the sharing of the appropriation between other parties and that the party responsible for project transactions collects the invoices and accounting reports and transfers to other parties the share of the appropriation that they are entitled to
- must ensure that the documents requested by the steering group are available to the chair and secretary of the steering group well before the steering group meetings. Any revisions of the project timetable, project plan, communications plan, information management plan and the plan for using the appropriation are made in the steering group on the proposal of the manager responsible for the project
- must ensure that the project information management and project communications arrangements are in accordance with the project communications and utilisation plan
- agrees with the steering group chair on saving the project documents in the electronic system.

9. Steering group

The Prime Minister's Office appoints a steering group for each project and project package carried out under the auspices of the Government's analysis, assessment and research activities. The steering group is chaired by a representative of the ministry responsible for the project. The name of the steering group chair (public official of the ministry responsible for the project) is entered in the project agreement. The Prime Minister's Office may replace the steering group chair by notifying the supplier of the matter in writing.

The chairs of the steering groups must keep their ministries' TEA working group members responsible for monitoring the implementation of the analysis, assessment and research plan regularly up to date on project progress and provide them with all documents essential for monitoring the project.

Tasks of the steering group

The task of the steering group is to monitor project progress, facilitate the application of the project results and prepare a proposal to the Prime Minister's Office on the payments of the project costs as required by its progress.

The steering group does not have any copyright on the research results. Steering group members may not disclose any information on incomplete project results to third parties without the consent of the project actors.

The ministries responsible for the projects must, in cooperation with the project implementer, promote the use of the information generated in the project. The final reports will be published in the publication series of the Government's analysis, assessment and research activities. The decision of the Prime Minister's Office to publish the final report is subject to approval by the steering group.

The steering group meets as necessary and the meetings can also be held via email or telephone. Minutes must be kept of the meetings and they must be saved in the electronic service system under the 'Hankkeen kokousmateriaalit' (Project meeting materials) tab. The minutes documenting that the steering group has approved the payment of an appropriation instalment must be appended to each invoice. This helps to verify that the project has proceeded as agreed and the invoices can be paid.

The steering group chair must ensure that the Prime Minister's Office (vnteam@vnk.fi) and the TEA working group (working group member representing the chairperson's ministry) are kept regularly up to date on project progress, its results and intermediate and final reports. The TEA working group is responsible for the implementation and horizontal steering of the Government's analysis, assessment and research plan.

If the steering group notices that there are errors in the service provided as part of the project or problems concerning project progress, it must immediately report on this to the Prime Minister's Office. In that case, the Prime Minister's Office will submit a complaint to the supplier and the procedure set out in section [II/1](#) of these guidelines will be followed.

10. Invoicing and payment of the appropriation

The appropriation is paid as invoiced in accordance with actual costs and the plan prepared by the steering group. The number of the instalments must be based on the achievement of project objectives. The Prime Minister's Office will only accept e-invoices.

It must be clearly stated in the invoice that it is connected with Government's analysis, assessment and research activities (VN TEAS). **The project-specific agreement number given for the project by the Prime Minister's Office must also be entered in the invoice reference field** (the project number can be found in the electronic services under the 'Hankkeen kustannusseuranta' (Project cost monitoring) tab).

E-invoicing address of the Prime Minister's Office:

E-invoice address/EDI code: 003702459755

Business ID: 0245975-5

Operator ID (Opus Capita Solutions Oy): E204503

Before sending the e-invoice, the project actor must

- enter the cost monitoring information in the electronic service system
- save the appendices to the invoice to the system

The following documents must be appended to the invoice:

- Accounting cost report signed by the person responsible for financial administration and based on voucher entries showing unambiguously all invoiced costs
- Minutes of the project steering group meeting in which it was concluded that the project is proceeding as agreed and the payment of the invoice was approved.

The invoice will only be processed after the appendices to it have been entered in the system and the steering group chair has approved the payment of the invoice. All projects must be completed so that the final invoicing can be carried out before the accounts are closed in January of the year following the deferrable appropriation period (three years).

The last project instalment, which must comprise **at least 20 per cent** of the project total, will only be paid after the steering group has approved the project final report, the final report has been submitted to the Prime Minister's Office and the final report publication date

has been jointly determined with the Prime Minister's Office. The payment term is 21 days net.

In consortium projects, **the principal project implementer must ensure that all financial transactions of the project are carried out and project finances are managed in a manner laid out in the consortium agreement.** The principal project implementer must send a joint invoice to the Prime Minister's Office and the itemisation information on all consortium parties must be entered on the invoice in the electronic system. The manager responsible for the project must ensure that each consortium organisation implements the project plan as agreed and receives the agreed compensation for its work.

On-budget actors receive compensation for costs arising from **co-financed activities**. Actors enter the payments received using the business accounting **account for revenue from co-financed activities**.

A contracting party must present, free of charge, all necessary account-related and other documents so that the use of the appropriation can be investigated. When requested, a contracting party must provide the ministry responsible for the project and the Prime Minister's Office with all information on the project and the use of its results.

A contracting party must immediately notify the Prime Minister's Office of the changes affecting the project implementation, project costs or the use of the appropriation. The notification must be made in writing. All changes are subject to approval by the steering group. Experts designated in the application may only be replaced with the consent of the client. If an expert designated in the application is, for reasons beyond the supplier's control, unavailable for performing their tasks in accordance with the agreement, the supplier must designate a new expert that possesses similar professional competence. If the supplier is unable to make an expert approved by the client available to the client, the client has the right to terminate the agreement with immediate effect with regard to the work not delivered at the time.

11. Acceptable costs

Only costs included in the implementer's project application may be considered as acceptable. Acceptable costs are reasonable costs necessary for the completion of the analysis, assessment or research project insofar as they can be allocated to the project in accounting. The costs must be incurred by the due date of the report or study in order to be accepted. The Prime Minister's Office has the right not to accept costs that cannot be clearly shown to be part of the project.

The **full cost model** is applied to the analysis, assessment and research agreements pertaining to Government decision-making. **The appropriations cover all expenses** arising

from the projects and no self-financing is required. Self-financing is allowed but it is not considered in the evaluation.

Wage costs

Salaries subject to withholding tax paid directly to individuals working in the analysis, assessment and research activities are considered staff costs. The effective working hours devoted by the individuals to the project as a percentage of their salary subject to withholding tax are accepted as direct project wage costs. Salaries may not be paid in the form of a grant. Salaries paid for equivalent research work at the place of performance are considered reasonable wage costs.

Non-wage payroll costs

Indirect labour costs, such as holiday and sick pay and holiday bonus are considered as non-wage payroll costs. The applicant must enter in the application the non-wage payroll costs in accordance with the principle applied in the organisation.

Overhead costs

Overhead costs are costs that are indirectly allocated to the project. They include machinery and equipment costs, and administrative and support service costs. The overhead costs can only comprise the proportion of the administrative expenses incurred from the project that can be allocated to the project in the accounts of the appropriation recipient (such as telephone, mailing, secretarial and office costs, technical services and management tasks) and the proportion of premises costs (rent, energy and other similar expenses). The overhead rate proposed by the appropriation recipient is approved by the Prime Minister's Office if the rate has been calculated on the basis of the accounting information in a manner that meets the requirements of reliable accounting. The basis for the overhead cost calculations must be made available to the Prime Minister's Office on request.

If the recipient of the appropriation does not have any cost monitoring system allowing the total project costs to be determined, the appropriation is made available on the basis of additional project costs (= marginal costs). Additional costs refer to direct additional costs incurred as a result of the project. The basis for overhead cost calculations must be made available to the Prime Minister's Office on request.

Travel expenses

Travel expenses are calculated on the basis of the State Travel Regulations. Foreign travel and visits to Finland by international partners are subject to advance approval by the steering group. The need for foreign travel should already be mentioned in the project plan.

Outsourced services

Research and planning work and reports purchased by the project implementer from outside the project are considered outsourced services.

Equipment and material

This comprises the equipment, hardware, material and datasets required for the analysis, assessment and research work. Ordinary computer hardware, telephones, etc. cannot be included in the equipment as they are already considered in the overhead costs. Equipment purchases are only supported in exceptional cases. Leasing costs of hardware and computer software required for the research work are acceptable as project costs only to the extent that such hardware and software are used in the actual research.

Invoicing value added tax

Instructions on value added tax for VN TEAS activities are specified in accordance with the principal project implementer:

Government agencies and public bodies

If government agencies and public bodies apply for value added tax, the value added tax must be entered on the value added tax item of the administrative branch.

Already when a consortium project application is submitted, consideration must be given to the value added taxes invoiced to the principal project implementer by a party to the consortium even though they are not directly invoiced to the Prime Minister's Office.

Off-budget research institutes and research institutes receiving government aid

Value added taxes are paid from the analysis, assessment and research item. The itemisation appended to the invoice must clearly indicate, by tax rate, the proportion of value added tax of the invoiced amount. The proportion paid as value added tax reduces the amount of money available to research.

Higher education institutions

Value added taxes are not considered as eligible costs when the appropriation is made available. In its own accounts, a university or a university of applied sciences must enter the value added tax as value added tax that is compensated for.

Private organisations and business units

The value added tax is paid from a separate value added tax item. The proportion of the value added tax does not reduce the appropriation paid from the analysis, assessment and research item.

Value added tax in consortium projects

The value added tax invoiced to the Prime Minister's Office in **consortium projects** is determined in accordance with the principal project implementer. The principal project implementer must ensure that the parties to the consortium observe the VAT practices and VAT payment procedures agreed between the implementer and the parties. When an application for a consortium project is submitted, consideration must already be given to the value added taxes invoiced to the principal project implementer by a party to the consortium even though they will not be directly invoiced to the Prime Minister's Office.

Person months

If the project implementer is an on-budget government agency, it must report the person months spent on the project to the Prime Minister's Office in connection with the system cost monitoring.

12. Publishing the research results and providing information on them

As a rule, all results of the research supporting Government decision-making are public unless the Prime Minister's Office decides otherwise. Project research results are published at the conclusion of the project. When publishing the research results, project actors must make sure that the results do not contain personal data.

The project implementer must communicate information on the project and its results in accordance with the communications and utilisation plan described in the application. Reports on all projects can be found in the electronic publication series on the Government's analysis, assessment and research activities (see tietokayttoon.fi/julkaisut/raportit, available in Finnish). The layout template of the Government's analysis, assessment and research activities available in the material bank is used in the publications and their layout is based on joint graphic guidelines. As a rule, the publications are not made available in printed form. The project actor must translate the description pages of the publication into

English and Swedish. The project implementer is responsible for the costs arising from the layout and the translations of the publications. This must be taken into account when the project cost estimate is prepared.

The steering group chair must immediately contact the Prime Minister's Office if the publication is delayed. The publication of the report is subject to approval by the steering group. The parties producing the information are responsible for the content of the publication and the content does not necessarily reflect the views of the Government.

The publication must be published on the Government website before it can be published elsewhere. A media release announcing the publication must be prepared. The preparation of the media release is the responsibility of the principal project implementer and the ministry steering the project. The media release must be prepared in cooperation with the communications officials of the ministry responsible for the project.

The finalised final report and media release approved by the steering group must be sent via email to the Prime Minister's Office at vn teas@gov.fi no later than two weeks before the publication date.

The media release must contain the following:

- a short description of the objectives, content and key findings of the study, and the names of the authors
- the following text: This publication by xx (name of the organisation) is part of the implementation of the Government Plan for Analysis, Assessment and Research 20xx
- inquiries: title and name, organisation, telephone number and email address.

The Government's analysis, assessment and research team at the Prime Minister's Office is responsible for distributing the media release to the media. The media release will be sent to the media at the agreed time and published simultaneously on the websites of the Government (vn.fi) and the Prime Minister's Office (vnk.fi) and, where possible, also on the website of the ministry in charge of the project. Other communications measures and responsibilities in connection with the publication of the final report (such as invitations to launch events) must also be agreed with the Government's analysis, assessment and research team.

13. Quality assurance

Projects funded from the appropriation for analysis, assessment and research activities must be in accordance with the guidelines for responsible conduct of research (RCR) and

the guidelines for ethical principles of research with human participants and ethical review in the human sciences in Finland.

[RCR guidelines](#) serve as ethical guidelines of the Finnish research community for addressing alleged violations of responsible conduct of research in universities, universities of applied sciences, research institutes and other research organisations. The group implementing the project and especially the manager responsible for its work are responsible for the quality and this responsibility also extends to all consortium partners.

The information produced in VN TEAS projects must be based on research and be of high quality and it must not be based on opinions or value judgements. The facts must also be presented in a clear manner using clear language. Research findings, conclusions and proposals for action must be clearly separated from each other. The Prime Minister's Office approves the final reports of the projects on the proposal of the steering group. The Prime Minister's Office may also submit the reports for external scientific quality assessment after consulting the steering group and the project actors.

The quality assurance is the responsibility of the steering group, which may propose to the Prime Minister's Office (client) that the final results of the project should not be published. The grounds for this view must be presented in the proposal. Under the VN TEAS project agreement, the payment of the last project instalment may be withheld if the project is considered to be in breach of the contractual terms. Suspected breaches of the RCR guidelines must be reported to the Prime Minister's Office vnteam@vnk.fi and any breaches will be examined in accordance with the RCR guidelines or the Finnish National Board on Research Integrity must be consulted on the matter.

[The guidelines for ethical principles of research with human participants and ethical review in the human sciences in Finland](#) are part of the self-regulatory system of Finland's research community supervised by the Finnish National Board on Research Integrity. The principles apply to all research on humans or research that uses human science methods such as interviews, observations, research designs or other research interaction. The guidelines for ethical principles of research with human participants and ethical review

in the human sciences in Finland can also be applied to non-invasive medical and health research. The guidelines are also applied to natural sciences, technological or artistic research on humans. Failure to conduct an ethical review can be considered as a breach of the RCR guidelines.

14. Intellectual property rights

The intellectual property rights to the results, documentation and other material generated in research and development projects belong to the party that has produced them. In consortium projects, the ownership and intellectual property rights to the results, documentation and other materials generated in the project must be agreed upon in a consortium agreement to be concluded in more detail between the members of the consortium. All material that is transferred to other parties in the project before or after the conclusion of the agreement will remain the property of the party transferring it.

The Prime Minister's Office and other ministries have an irrevocable right to use the research results generated as the end result of the project. The research results generated as the end result of the project refer to the final report produced upon completion of the project. The right of use includes the right to use, copy and present the results, to share the results with attribution, and to utilise and apply the results of the project as desired. In addition, the Prime Minister's Office has the right to publish the final reports with the Creative Commons licence CC BY-ND 4.0 Attribution-No Derivations. In accordance with this CC licence, the user of the publication is entitled to copy, present and distribute the final report with source attribution, but may not make changes or modifications to it. The party implementing the project must ensure that the Prime Minister's Office can publish the photos and other material contained in the final report under the relevant CC licence.

When transferring the right to use background material and/or project findings to each other, the contracting parties endeavour to ensure that they are as correct as possible. The use of the transferred results is the sole responsibility of the transferee.

The Prime Minister's Office and the other ministries also have the right to transfer the rights of use to a party to whom the responsibilities of the ministry may be transferred.

When implementing the project, the supplier aims to ensure that the results and other documentation and materials generated as the end results of the project are as accurate as possible and that the service or the related material produced by it do not violate the patents, copyrights or other intellectual property rights in effect in Finland when used in accordance with the agreement. The principal project implementer is responsible for ensuring that the authors of the material generated as the end results of the project transfer the rights to the results of their work so that the right to use the work can be transferred to the extent described above. If there are claims against the client based on intellectual property rights that arise from the use of the material related to the end results of the work, the service provider must respond to the claims on behalf of the client at its own expense. The service provider is responsible for ensuring that the client does not incur any legal costs

from the claims or obligations concerning the intellectual property rights on the material related to the research findings or any other damages costs or other expenses to third parties or liabilities towards third parties.

The ownership of and intellectual property rights to of any of the client's background materials belong to the client or to a third party. The supplier has the right to use the client's background materials in accordance with the agreement while implementing the project.

15. Accounting obligation and retention of accounting material

Records must be kept of all project costs to make it possible to easily distinguish them from the cost of the appropriation recipient's other activities. The records must be kept in accordance with the Accounting Act (1336/1997) and they must be based on accounting vouchers. The recipient of the appropriation must retain all vouchers on the activities related to the research project so that they can be examined without difficulty. The accounts and the material related to them must be retained as laid down in chapter 2, sections 9 and 10 of the Accounting Act (1336/1997). The above condition applies to all parties taking part in the project.

16. Evaluation following the completion of the project

The Prime Minister's Office will also monitor the effectiveness of the use of the appropriation after the completion of the projects. The evaluation is part of the project reporting, in which the contracting parties are obliged to take part.

A feedback questionnaire is sent from the Government's analysis, assessment and research activities service system after the completion of the project. The questionnaire is sent to project actors and the steering group.

The purpose is to collect information on the following matters to develop the activities:

- success of the project work
- how and where the information produced in VN TEAS projects has been used
- the added value generated by the projects for decision-making and its preparation.

II Supervision of the use of the appropriation and penalties for non-compliance with the terms and conditions

A contracting party must immediately notify the Prime Minister's Office of the changes affecting the project implementation or the use of the appropriation. The notification must be made in writing. All changes are subject to approval by the steering group.

A contracting party must present, free of charge, all necessary account-related and other documents so that the use of the appropriation can be investigated. When requested, a contracting party must provide the ministry responsible for the project and the Prime Minister's Office with all information on the project and the use of its results.

1. Errors, price reduction, termination and cancellation of the agreement

If there are errors in the service, the client must notify the service provider of the errors within a reasonable time from the detection of the error or when it should have been detected. The service provider must notify the client of the receipt of the error notification and the initiation of action no later than 14 days after receiving the error notification. Based on the error, the client has the right to withhold the payment of the price charged for the service. However, the client may not withhold a sum that is likely to exceed the claims to which the client is entitled to on the basis of the error. If the service contains errors, the service provider must, at its own cost, determine the reasons for the errors and correct them without delay. The service provider is exempt from liability if it can prove that the error was caused by factors beyond its control. In that case, the service provider may charge for the investigation and repair work in accordance with its normal pricing. If the service contains errors, the client has the right to receive a price reduction from the service provider.

The Prime Minister's Office may discontinue the reimbursement of the costs incurred from the project and terminate the agreement with immediate effect if due to the changes in the project objectives, progress, conditions or the personnel of the appropriation recipient, it is no longer appropriate to continue the project. When discontinuing the project on the above grounds, the Prime Minister's Office will pay the proportion of the actual project costs in accordance with the decision until the moment of interruption.

If the supplier is placed in a restructuring programme, is bankrupt or is subject to liquidation or other such financial difficulties or another situation as referred to section 81 of the Act on Public Procurement and Concession Contracts presents itself, the client is entitled to immediate termination of the agreement either in full or in specific parts. The client also has the right to terminate the agreement with immediate effect if the supplier or a person exercising managerial, representative, decision-making or regulatory authority for the supplier is convicted of offences referred to in section 80 of the Act on Public Procurement and Concession Contracts.

Both contracting parties have the right to terminate the agreement or part of it with immediate effect if the other contracting party has materially breached its contractual obligations or it is obvious that a material breach of contract will take place. A material breach of contract has occurred when, for example, the service does not correspond to what has been

agreed and the error or the consequences of the error incurred by the client are not insignificant and the error is not corrected without delay despite reminders sent by the client. A material breach of contract also occurs when there have been substantial delays in the work input of the contracting party or the delays have been on a frequent basis.

The Prime Minister's Office will terminate the agreement with immediate effect if a contracting party is in material breach of the terms and conditions of the agreement (for example, it fails to submit requested reports) or, in order to receive the appropriation, it has presented incorrect information or has withheld information that may have impacted funding or terms and conditions of funding. If the Prime Minister's Office terminates the agreement, the contracting party must, at the request of the Prime Minister's Office, return the appropriation it has received, in full or in part. If the appropriation has been made jointly available to more than one recipient, all recipients are jointly and severally responsible for returning the appropriation to the state.

2. Delays

If a contracting party notices that it will be delayed in fulfilling its obligation or considers such a delay to be likely, the delayed party must immediately notify the other party of the delay and its effect on the fulfilment of the agreement in writing. When the service provider encounters delays, it must, as soon as possible, give the client a new date for providing the service.

A delay in the provision of the service is comparable to a delay in the provision of information, goods and service documentation required under the agreement.

If the delay in the provision of the service is due to reasons arising from the service provider, the client is entitled to delay penalties. The client is entitled to delay penalties even if it has not demonstrated that the delay encountered by the service provider has caused damage to the client. Unless otherwise agreed, the delay penalty is one (1) per cent of the VAT-free price of the delayed service for each period of seven (7) days or part of it by which the service provider exceeds the agreed deadline. The delay penalty is charged for a maximum of ten (10) weeks. In addition to the delay penalty, the client is also entitled to compensation for damage caused by the delay encountered by the service provider in a manner described in section 20.

Based on the delay, the client has the right to withhold the payment of the price charged for the service. However, the client may not withhold a sum that is likely to exceed the claims to which the client is entitled to on the basis of the delay.

The agreement can be terminated on the basis of a material delay, as laid out in [section II/1](#).

3. Force majeure

Force majeure is an unusual and relevant event, occurring after the signing of the purchasing agreement and preventing the fulfilment of the agreement which the contracting parties had no reason to take into account when signing the purchasing agreement and which is beyond the control of the contracting parties, and the consequences of which cannot be prevented without unreasonable additional cost or unreasonable loss of time. Such an event may be war, rebellion, internal unrest, expropriation or confiscation for public needs, import or export ban, natural catastrophe, interruption of public transport or energy distribution, a strike or other industrial action, fire or other corresponding event of unusual and significant impact beyond the control of the contracting parties.

A delay caused by a subcontractor is only considered to be a force majeure if the delay is due to one of the aforementioned impediments and the subcontract cannot be carried out by another party without unreasonable loss of time or costs.

If the fulfilment of the contractual obligation is delayed due to a force majeure, the time provided for fulfilling the contractual obligation will be extended as much as can be considered to be reasonable, taking all the circumstances affecting the incident into account.

The contracting parties must notify the other party without delay of any force majeure, as well as the cessation of said force majeure, and they must agree upon its impact on the delivery at the latest after the cessation of the force majeure.

Both contracting parties may terminate this purchasing agreement or part of it if the fulfilment of the agreement is delayed by more than four (4) months due to the continuation of the force majeure.

4. Compensation for damages

The client is entitled to compensation for a delay or other direct damage caused by a breach of contract by the supplier to the extent that the damage exceeds any contractual penalty or other compensation agreed between the parties. The maximum amount paid as compensation for damage is the total price of the services subject to the breach. The supplier is not liable for indirect damage unless the damage has been caused intentionally or by gross negligence.

The supplier must perform the tasks laid out in the agreement with care and professional skill. The client must invoke the error that has occurred in the performance of the service within a reasonable time from the delivery of the project results. In error situations, the supplier has primarily the right to correct the error/erroneous project performance.

5. Secrecy and the processing of personal data

The contracting parties will both ensure, for their part, that the valid regulations on confidentiality, obligation of secrecy, data protection and disclosure of confidential information are followed in the provision of the service. The service provider must also observe the instructions given by the client when processing documents and data and when archiving material.

If the supplier processes personal data, it must observe the procedures laid down in the data protection legislation in force at the time and the provisions on the processing and protection of personal data. The supplier is responsible for ensuring that the service complies with the contractual requirements and the data protection legislation in force at the time, with particular regard to what is provided on data protection by design and by default.

The parties undertake to keep secret all material and data considered confidential that they have received from each other and that must be kept secret under the law and to only use them for purposes specified in the purchasing agreement.

When the service provider is performing statutory or similar tasks that are the responsibility of the client, the provision of the services referred to in the purchasing agreement must be in accordance with the secrecy provisions applying to public administration, such as the Act on the Openness of Government Activities (621/1999).

The service provider is responsible for ensuring that the private or family secrets that have become known when services are provided and other contractual duties performed are not disclosed without permission.

The service provider may only disclose potentially secret information or personal data in registry format to outsiders when authorised by the client to do so. The service provider is responsible for ensuring that its subcontractors comply with these secrecy provisions and the service provider must explain the content of the secrecy obligation to the personnel performing the service.

When the client so requires, the service provider must prepare a list of all persons employed by the service provider or its subcontractor that take part in the provision of the service and who have access to the client's material or sensitive data pertaining to the client or third parties. The list must be continuously updated.

Disclosure of information to the authorities or other parties as a result of a binding order of an authority is not considered a breach of confidentiality.

The service provider may only use the purchasing agreement or the client's name in marketing with the consent of the client. Unless otherwise agreed, the service provider may,

however, use the agreement as a reference when submitting tenders to contracting entities referred to in the procurement legislation.

The obligations referred to in this chapter also continue after the purchasing agreement period.

6. Assignment of the agreement

The service provider has no right to assign the purchasing agreement or part of it to a third party without the consent of the client. The client has the right to assign the purchasing agreement to a third party to which the client's duties are transferred in full or in part. Any amendments to the agreement must be made in writing. Amendments made in electronic format are also considered as written amendments to the agreement.

III Additional information

tietokayttoon.fi

Invoicing: vnteas@gov.fi

General matters: vnteas@gov.fi