

## GENERAL CONDITIONS FOR CONSULTING

These general conditions for consulting are applied to all assignments concerning the Client and the Consultant including, but not limited to, design, product development work, construction, production activities, and societal research, investigation, planning, construction and monitoring duties.

The general conditions and the following contract forms are all related to each other:

- RT 80343 Consultancy contract
- RT 80344 Contract for addition work or changes to a consultancy assignment
- RT 80345 Order/confirmation/contract related to a consultancy assignment

RAKLI – The Finnish Association of Building Owners and Construction Clients, Finnish Association of Consulting Firms SKOL and The Association of Finnish Architects' Offices (ATL) have collaborated to draft and approve these conditions.

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#### TRANSLATION

In the event of any differences in interpretation of this RT sheet the Finnish version RT 13-11143 shall take precedence over this translation.

### CONCEPTS

#### Assignment

An assignment refers to a contractual task where the Client (the principal) requests the contractor (the Consultant) to perform investigations, research, surveys, measurements, inspections, planning, designing, development and monitoring duties or similar tasks.

#### Assistants

Assistants refer to the auxiliary workforce used in the performance of technical work such as field studies, research, measurements and other similar tasks.

#### Auxiliary consultant

Auxiliary consultant refers to a second consultant under contract with the Client who performs tasks similar to but not connected with the principal Consultant's duties.

#### Client

Client refers to a person (the principal) who requests to the Consultant to perform investigations, research, surveys, measurements, inspections, planning, designing, development and monitoring duties or similar tasks.

#### Consultant

Consultant refers to a natural or artificial (juristic) person who is paid to perform expert investigations, research, surveys, measurements, inspections, planning, designing, development and monitoring duties or similar task entailed by the assignment.

#### Contract documents

Contract documents refer to the contract for the assignment with its annexes as well as any other contractual documents specified in the contract and any later changes thereof, unless otherwise specified.

#### Data reliability (integrity requirement)

Data reliability refers to the fact that all disclosed materials must be delivered in full to the receiver who must be able to open them with the specified software and specified software version.

#### Expenses

Expenses refer to compensation paid by the Client to the Consultant in addition to his remuneration and special compensation for costs arising in the course of the assignment – General Conditions, clause 5.5.

**Expert control**

Expert control refers to general monitoring activities undertaken by the Consultant to verify whether his plans have been properly implemented or carried through and to provide complementary and explanatory instructions or interpretations.

**Expert inspection**

Expert inspection refers to an inspection carried out by a person authorized by the construction authority in the course of the project to verify whether the construction work has been carried out according to the plan. Such inspections complement or replace control measures by authorities.

**Handling expenses**

Handling expenses refer to invoicing and office costs incurred by the Consultant as a result of hiring sub-consultant(s) and processing invoices.

**Lump-sum remuneration**

Lump-sum remuneration refers to the agreed fee charged for the assignment. Lump-sum remuneration includes a compensation for the direct wage costs associated with the assignment as well as the Consultant's social security and overhead expenses. It does not include special compensations and expenses or travelling expenses and travelling time compensation.

**Materials**

Materials refer to documents, or a written or illustrated presentation in electronic or comparable form that can be read, listened to or otherwise understood with the help of technical instruments.

**Overall planning assignment**

Overall planning assignment refers to an investigation, study, plan, design or other task where it is essential that the Consultant commits himself to implement a plan constituting and operational or otherwise separate entity or to carry out a similar task in some sector of planning or some sectors of planning.

**Overhead expenses**

Overhead expenses refer to the wage and other costs incurred by the Consultant that are not attributable to specific tasks, such as:

- wages including social security expenses for administration, book-keeping, general research and development, contractual negotiations, planning and organizing operations, as well as studies, study-related trips, training and similar activities;
- personnel-related social security expenses, other than those referred to under "Social security expenses" above;
- office expenses;
- general office expenses and the purchase of office supplies, equipment and material;
- membership fees other than those paid to employer organizations;
- payments for outside services that are not included in the fee charged for the assignment, general consultant's liability insurance premiums;
- marketing, PR and entertainment expenses;
- capital costs.

Overhead expenses also include all profits from operations.

**Plans**

Plans refer to all the materials specified in the contract that the Consultant creates during the assignment and that the Client is entitled to.

**Remuneration**

Remuneration refers to a compensation paid by the Client to the Consultant. The remuneration includes a compensation for the direct wage costs associated with the assignment as well as the Consultant's social security and overhead expenses. It does not include special compensations and expenses or travelling expenses and travelling time compensation.

**Social security expenses**

Social security expenses refer to expenses payable in addition to wages: a) social insurances and b) social wages as well as c) other remunerations and expenses.

- A) Social insurances: social security contributions; employment pension insurance premiums; accident insurance premiums; unemployment insurance premiums; group life insurance premiums; employer's liability insurance premiums and other social insurances.
- B) Social wages: holiday pay and remuneration; holiday bonus; sick, maternity and accident pay; pay for reservists during military refresher courses; short temporary leave; other contract-based paid leave; remuneration for employee representatives (shop stewards/occupational safety representatives).
- C) Other remunerations and expenses: occupational health care.

**Special compensations**

Special compensations refer to a compensation for outlays mentioned in clause 5.3 of the General Conditions.

**Sub-consultant**

Sub-consultant refers to a consultant who has entered into a contract with the Consultant and works for the consultant under his supervision.

**Total price**

Total price refers to the fee charged for an agreed assignment, including remuneration, special compensations and expenses as well as travelling expenses and travelling time compensation.

**Total remuneration for the assignment**

Total remuneration for the assignment refers to the fee charged for an agreed assignment, including the total remuneration for different parts of the assignment and any additional work or modifications. It does not include special compensations and expenses or travelling expenses and travelling time compensation.

**Unit price**

Unit price refers to the fee charged for the specifically agreed unit of work. The unit price includes the remuneration plus all special compensations and expenses agreed upon as well as travelling expenses and travelling time compensation.

**Unit remuneration**

Unit remuneration refers to the fee charged for the specifically agreed unit of work. Unit remuneration includes a compensation for the direct wage costs associated with the assignment as well as the Consultant's social security and overhead expenses. It does not include special compensations and expenses or travelling expenses and travelling time compensation.

**Wage costs**

Wage costs refer to the wages paid including social security expenses.

**GENERAL CONDITIONS FOR CONSULTING****1 GENERAL PROVISIONS****1.1**

These General Conditions for Consulting are to be applied to consultancy assignments between the Client and the Consultant.

**1.2**

At least the object, nature and scope of the assignment as well as the basis for charging, purpose of the object planned and the Consultant's status in the performance organization must be defined in the contract between the Client and the Consultant.

**1.3**

If the contract is drawn up in more than one language, the Finnish version shall take precedence unless otherwise specified.

#### 1.4

An entry in the confirmed minutes of planning or site meetings held by representatives of the contracting parties is also considered to constitute a written document (procedure) required in these General Conditions.

## 2 CLIENT'S OBLIGATIONS AND LIABILITIES

### 2.1 Client's obligations

#### 2.1.1

The Client shall place at the Consultant's disposal, free of charge and at the appropriate time, the documents needed for the fulfilment of the assignment, including maps, drawings and other basic information in the Client's possession. The Client shall further deliver to the Consultant free of charge such plans and information on the purpose of the object planned that are in his possession and that are necessary for the Consultant to be able to comply with the requirements of enforced laws, such as the provisions and regulations governing occupational safety.

#### 2.1.2

The Client is liable to perform all duties prescribed by acts and by order of authorities, to maintain official contact with outside institutions, authorities and landowners and to obtain the necessary authorizations. The Consultant is liable to carry out those of the above-mentioned tasks that are specified in the agreements. The Client is liable to duly manage or organize the project from beginning to end.

#### 2.1.3

The Client is entitled to supervise how the assignment is carried out and to furnish the Consultant with instructions regarding work performance.

#### 2.1.4

The Client for his part is required to see to it that the above-mentioned measures, inspections of the planning work and decision-making processes do not prevent the task from being performed and completed according to the agreed schedule.

#### 2.1.5

If the Client wishes after entering into the contract for the assignment to engage auxiliary consultants to perform work essential to the assignment in co-operation with the Consultant, the Consultant shall have the right to influence their selection.

### 2.2 Client's liabilities

#### 2.2.1

As defined in the contract and these General Conditions, the Client is liable to compensate the Consultant for any damage resulting from the Client's error or negligence. The upper limit of the Client's liability shall not exceed the total remuneration forthcoming to the Consultant. The Client's liability to compensate the Consultant ceases, at the latest, when the Consultant's liabilities cease according to clause 3.2.6. These restrictions do not however apply to cases involving malicious intent or gross negligence.

#### 2.2.2

The Client is liable for all basic information, binding instructions and regulations issued by him to the Consultant. The Client is liable for ensuring that all the initial electronic data disclosed to the Consultant is reliable (integrity requirement).

#### 2.2.3

The Client is liable for any unavoidable inconvenience and damage that may be caused during surveys and research.

#### 2.2.4

When the Client notices that damage is or has been caused, he shall without undue delay and in a verifiable manner inform the Consultant thereof in order to prevent further damage.

## 3 CONSULTANT'S OBLIGATIONS AND LIABILITIES

### 3.1 Consultant's obligations

#### 3.1.1

In his capacity as an expert the Consultant shall perform his assignment in a professional and objective manner in compliance with good technical practice and attempt to achieve the objectives jointly agreed upon. The Consultant shall remain economically and otherwise independent of any suppliers, manufacturers, contractors and other factors that may prejudice his objectiveness. If the assignment affects the interests of the Consultant, Client or a third party to such a degree that impartiality in fulfilling the assignment is prejudiced, the Consultant shall inform the Client thereof.

#### 3.1.2

While performing the task, the Consultant shall co-operate with the other consultants and experts referred to in the contract.

#### 3.1.3

The Consultant is not entitled to use another consultant as a sub-consultant while performing his duties or part thereof without the Client's consent. The Client's consent is not required in routine and minor matters. In such cases the Client may not be charged for any work performed by sub-consultants in excess of the basis of billing set forth in the assignment contract. If sub-consultants are used, the Consultant shall inform the Client of this. The Consultant is liable for the sub-consultant's work as it were his own.

#### 3.1.4

The Consultant shall see to it that the assignment is performed by a duly qualified staff.

### 3.2 Consultant's liabilities

#### 3.2.1

The Consultant shall see to it that all plans delivered or tasks performed conform with the provision of the contract and fulfil the requirements of enforced laws, statutes and orders of authorities. If errors or omissions are detected in the plans or in other documents drafted by the Consultant, the Consultant shall have the right and obligation to correct them. If, despite the Client's written notice, the Consultant fails to correct the errors or omissions in the above-mentioned plans or documents within a reasonable period of time, the Client is entitled to have them amended at the Consultant's expense. In addition to these costs, the Consultant is liable for any damage caused by him in accordance with clauses 3.2.2 and 3.2.3. The Consultant is liable for ensuring that all the electronic data disclosed to the Client or other parties is reliable (integrity requirement).

#### 3.2.2

As defined in the contract and these General Conditions, the Consultant is liable to compensate the Client for any damage resulting from the Consultant's error or negligence.

#### 3.2.3

The Consultant is not liable for damage resulting from any decrease or interruption in production or net sales, or from other loss of revenue, or diminution of profits in cases where a contract with a third party has been terminated or not fulfilled properly, or for other similar damage difficult to predict or possible consequential damage.

The upper limit of the Consultant's liability shall not exceed the total remuneration forthcoming. Any exceptions to this must be specified in the contract. It shall be laid down in the contract whether any other kinds of liabilities affect the consultancy compensation and whether any liability insurances must be taken out. These restrictions do not however apply to cases involving malicious intent or gross negligence.

#### 3.2.4

The Consultant is liable to any damages to third parties according to the requirements of enforced laws.

### 3.2.5

When the Consultant notices that damage is or has been caused, he shall without undue delay and in a verifiable manner inform the Client thereof in order to prevent further damage. The Consultant must also take necessary action to mitigate or eliminate the damage.

### 3.2.6

The Consultant's liability ceases within two (2) years from the delivery of the object planned during the assignment. In case there is no such object, the Consultant's liability ceases within two (2) years from the delivery of materials in accordance with the assignment between the Client and the Consultant. In cases where the plan is not implemented immediately, the Consultant's liability shall expire no later than five (5) years after the delivery of materials in accordance with the assignment between the Client and the Consultant.

The Consultant is, however, liable for any damage also after the above-mentioned time if the damage caused is attributable to the Consultant's intentional or gross negligence or incomplete performance and the Client cannot reasonably be expected to have noticed the damage prior to the expiry of the above-mentioned guarantee period.

The Consultant is released even from this liability ten (10) years after the delivery of the object planned during the assignment, or in other cases, the delivery of the materials in accordance with the assignment.

### 3.2.7

Client approval of the plans and measurements carried out by the Consultant does not release the latter from his liability.

### 3.2.8

If the Client has demanded new structures or methods to be used or changes be made to the Consultant's plans or measurements and the Consultant has in advance and in writing informed the Client that this will entail additional risks for which he shall not be held responsible, the Consultant is not liable for any resulting damage.

If the basis for the planning proves to be incorrect or it is modified during the planning phase or after the plans have been drafted, the Consultant shall be responsible for these plans only if he was in a position to revise the plans to match the new basis.

### 3.2.9

If it has been agreed that the plan or part of it is to be carried out under the Consultant's expert supervision but this does not occur owing to circumstances beyond the Consultant's control, the Consultant shall be entirely released from any and all liability or released at least to an extent that can be regarded as reasonable considering how much damage the Consultant might have prevented if the plan had been carried out under his supervision.

### 3.2.10

The Client shall present an itemized demand for compensation without delay and no later than one (1) year from the date when the error was determined to be attributable to the Consultant's error, under penalty or forfeiting his right to compensation. The final demand for compensation shall be presented by the Client in writing within one (1) year from the expiry of the Consultant's liability period specified in clause 3.2.6. If the Client fails to do this, he shall forfeit his right to compensation.

### 3.2.11

Liability insurances shall be agreed upon separately. The compensation of costs arising from insurances is defined in clause 5.5.2.

## 4 CONTACT BETWEEN CLIENT AND CONSULTANT

### 4.1

Joint negotiations shall be arranged at the Client's or Consultant's request during the assignment for the purpose of maintaining con-

tact between the parties. At either party's request, a written and approved memorandum or minutes shall be kept of these meetings.

### 4.2

The Consultant shall immediately inform the Client of any need for surveys and investigations not originally contained in the assignment terms or for amendments to the instructions supplied to facilitate research or planning.

### 4.3

The Consultant may not turn to any other parties than the Client for instructions regarding extensions to the work originally assigned. Any instructions received from parties other than the Client shall immediately be made known to the Client, who in turn must notify the Consultant of the extent to which the instructions must be followed.

### 4.4

Instructions, regulations and notices shall be confirmed in writing if they are of an essential nature or if either of the contracting parties so requests.

## 5 BASIS FOR CHARGING

### 5.1 General provisions

The Consultant's fee may be remuneration-based or price-based.

If the fee is remuneration-based, special compensations and expenses as well as travelling expenses and travelling time compensation are charged separately according to clause 5.6.

If the charging is based on total or unit prices, it includes the remuneration, special compensations and expenses as well as travelling expenses and travelling time compensation.

The total remuneration for the assignment or different parts thereof may be based on the following remuneration systems or combinations thereof:

- a) Lump-sum remuneration (5.2.1)
- b) Unit-based remuneration (5.2.2)
- c) Time-work remuneration by group of persons (5.2.3)
- d) Time-work remuneration based on Consultant's own costs (5.2.4)
- e) Objective-based remuneration (5.2.5)
- f) Other specified remuneration, such as listed prices or percent-based remuneration (5.2.6).

The fee may also be calculated on the basis of total or unit prices.

The remuneration or part thereof may be linked to the degree of accomplishment of the objectives set for the assignment, i.e. its scope and quality or the time and expenses spent on it.

### 5.2 Remuneration

#### 5.2.1 Lump-sum remuneration

Remuneration consists of the lump-sum remuneration for carrying out the entire assignment, agreed upon in advance. The tasks covered by the lump-sum remuneration shall be set forth in the contract.

#### 5.2.2 Unit-based remuneration

The remuneration is defined for different units of work. The tasks included in each unit-based remuneration shall be specified in the contract.

#### 5.2.3 Time-work remuneration by group of persons

##### 5.2.3.1

The remuneration shall be charged according to hourly or other time-based billing methods agreed upon for each group of persons including wages as well as social and overhead expenses.

The composition of the groups of persons shall be specified in the contract.

The Consultant shall charge for the working hours put in by each member of the group according to the registered working hours spent on the actual task.

### 5.2.3.2

Overtime work shall be agreed upon separately. Excess hours are charged as follows: only half of the percentage surcharges for overtime according to the law or collective bargaining agreements are invoiced.

### 5.2.4 Time-work remuneration based on Consultant's own costs

#### 5.2.4.1

The remuneration is based on the Consultant's own costs per time unit.

The wages of the people performing the task, including social security and overhead expenses, are charged according to the registered working hours spent on the actual task.

#### 5.2.4.2

The overhead expenses are calculated from the total sum of wages and related social security expenses. The overhead expense percentages are to be specified in the contract.

#### 5.2.4.3

Unless otherwise stipulated in other contract documents, the hourly wages of a salaried person are calculated by dividing his monthly income by 155.

#### 5.2.4.4

Overtime work shall be agreed upon separately. Excess hours are charged according to normal hourly wages, increased by overtime compensation including social security expenses provided for in the law or collective bargaining agreements. Overhead expenses are not allocated to the extra pay but only to the basic hourly wages for overtime including social security expenses.

### 5.2.5 Objective-based remuneration

#### 5.2.5.1

An objective-based remuneration shall be agreed upon for the planning work. The method for calculating the final remuneration in cases where the objective-based remuneration is exceeded or not attained shall be specified in the contract.

#### 5.2.5.2

The time-work remuneration by group of persons (5.2.3) or the time-work remuneration based on the Consultant's own costs (5.2.4) are to be employed as the basis for billing. It shall be stated in the contract which basis was selected.

### 5.2.6 Other agreed remuneration

Also other remuneration systems as well as combined remuneration systems may be used when the assignment is charged for.

### 5.3 Total price and unit price

#### 5.3.1

Total price refers to the fee charged for an agreed assignment, including remuneration, special compensations and expenses as well as travelling expenses and travelling time compensation.

#### 5.3.2

Unit price refers to the fee charged for the specified unit of work. The unit price includes the remuneration, special compensations and expenses as well as travelling expenses and travelling time compensation.

### 5.4 Special compensations

#### 5.4.1

In addition to the remunerations mentioned in clauses 5.2.1 to 5.2.6 above, the Consultant may, if separately agreed upon, be compensated for any atypical tasks carried out in connection with the assignment as well as the use of any atypical equipment, software or devices.

If the amount of the compensation basis has not been agreed upon, the basis generally employed in the consultancy sector shall be applied.

#### 5.4.2

Regarding the remuneration in clauses 5.2.3 and 5.2.4, the Consultant charges for the sub-consultant's remuneration, special compensation and expenses including agreed handling costs, taking, however, into consideration the provisions in clause 3.1.3.

#### 5.4.3

Work performed by assistants shall be reimbursed according to clause 5.2.4, unless otherwise agreed.

### 5.5 Expenses

#### 5.5.1

In addition to the remuneration mentioned in clauses 5.2.1 to 5.2.6 above, and the special compensations mentioned in clause 5.4, the Consultant may in accordance with the contract terms charge for the following expenses against receipts:

– transportation, copying, aerial photography, map, model, printing, translating, stamp duty, redemption and authorization as well as other costs paid by the Consultant to third parties.

Significant or unusual expenses shall always be agreed upon separately before the assignment is started.

#### 5.5.2

The Client is liable for the costs of taking out any liability insurance specified for the project and required by the Client.

The overhead expenses include the costs of a general consultant's liability insurance.

#### 5.5.3

Compensations for any special material expenses that may be required in the course of the assignment shall be agreed upon separately.

#### 5.5.4

The contracting parties can agree to add the handling costs to the expenses.

### 5.6 Travelling expenses and travelling time compensation

#### 5.6.1 General travelling regulations

In addition to the remuneration mentioned in clauses 5.2.1 to 5.2.6 above, and the special compensations and expenses mentioned in clauses 5.4 and 5.5, the Consultant may in accordance with the contract terms charge for travelling costs against receipts as follows:

The most economical means of travel shall be used, however, with due consideration for use of time. The Client and the Consultant shall agree separately on the necessity for travel.

#### 5.6.2 Travelling expenses

Travelling expenses and accommodation and per diem allowances are reimbursed according to the generally employed basis for compensation within the field in question in Finland, unless otherwise agreed.

#### 5.6.3 Travelling time compensation

Travelling time compensation shall be agreed upon separately.

If there is no separate agreement on travelling time compensation, for the remuneration systems specified in clauses 5.2.3 (time-work remuneration by group of person) and 5.2.4 (time-work remuneration based on Consultant's own costs), the claimant is entitled to claim 60% of the agreed time-work remuneration for travelling time.

### 5.7 Additional costs and revision of the basis for charging

#### 5.7.1

The consultancy contract shall include provisions for the revision of the basis for charging.

Unless otherwise agreed on, the basis for charging shall be reviewed if the wages and social security or other expenses of the people covered by the Consultant's assignment are changed generally or within an industry on the grounds of a law, statute or ministerial decision or collective bargaining agreement. The remuneration mentioned in clauses 5.2.1 to 5.2.6 shall be revised pursuant

to the above-mentioned changes starting from the date on which they are enforced. Any remuneration estimates in accordance with the systems set out in clauses 5.2.3 and 5.2.4 and objective-bases remunerations mentioned in clause 5.2.5 shall be revised in the same manner.

Any special compensations and expenses charged as well as total or unit prices shall be revised accordingly.

#### 5.7.2

Should the agreed assignment be delayed or interrupted, the basis for charging shall be revised when the work is resumed to match possible changes in the expenditure level in the consultancy field.

#### 5.7.3

If there is a change in the value-added tax applicable to operations covered by the contract, or if a similar new tax is levied on such operations, the Consultant's fee shall be revised accordingly.

#### 5.7.4

The Client shall pay for any additional work or modifications that are occasioned by instructions from the Client or representative thereof by false or incomplete basic information, instructions or regulations. Additional work or modifications should be agreed upon before commencing the work. If it is not possible to agree on additional work prior to initiating the task on account of urgency or some other compelling reason, such additional work shall be agreed upon as soon as possible.

If the parties agree to alter the program forming the basis of the contract or other documents after signing the agreement or if legal provisions or binding instructions or orders from authorities are amended, the Consultant is entitled to receive a compensation for the aforesaid additional work and modifications.

If the plans must be changed pursuant to amendments to binding instructions or orders from authorities, the Consultant shall immediately inform the Client thereof, under penalty of forfeiting his right to additional compensation.

The separately agreed basis for charging, set forth in the contractual documents, shall be applied to all additional work and modifications. If no basis for charging has been specified in the contractual documents nor agreed upon separately, the work shall be reimbursed in accordance with clause 5.2.3.

### 5.8 Payments

#### 5.8.1

The Consultant shall have the right to charge the Client once a month depending on how the assignment is progressing or according to an approved payment schedule, but only after the Client has had the opportunity to check and correct the basis for invoicing.

#### 5.8.2

If the contract contains no payment schedule, the Client is to effect payment in reasonable instalments that are proportionate to the total price and the rate of progress of the assignment.

#### 5.8.3

If the Client so requests, the Consultant shall pledge a guarantee approved by the Client as security for a separate advance payment. The guarantee shall be returned after the advance payment has been refunded according to the payment schedule.

#### 5.8.4

Invoices based on the contract shall be paid without delay once the invoice has been presented to the Client and the completion of the corresponding work stage has been verified or once the invoice is otherwise deemed eligible for payment.

If the Client does not comply with this payment obligation within 21 days after being presented with an eligible invoice, he shall pay an annual post-maturity interest on the outstanding amount according to the Interest Act until full and proper payment is effected.

In cases where part of the invoice is contested, the uncontested amount shall, however, be paid as agreed.

If the Client fails to fulfil his contractual obligation to pay, the Consultant is entitled to retain the corresponding materials as long as the receivables based on the contract remain unsettled.

### 5.9 Monitoring of invoicing

The Client is entitled to verify within a reasonable period of time using the necessary control measures whether the performance specified in the invoice corresponds to the work actually carried out. The Client is entitled to have access to all materials on which the Consultant has based his invoicing in order that they be checked.

## 6 MATERIALS

### 6.1 Safekeeping of materials and information

#### 6.1.1

Materials received from the Client to facilitate work performance or drafted by the Consultant in accordance with the assignment shall not be revealed or made available to any third party, unless this is absolutely necessary or required by law.

All the information concerning the assignment shall remain confidential between the Consultant and the Client as separately agreed upon.

#### 6.1.2

After carrying out his duties the Consultant shall deliver all the materials necessary for the assignment to the Client. The format in which the material is to be delivered shall be agreed upon separately.

If the Client so requests, the Consultant shall deliver the original materials received from the Client to the Client unless otherwise agreed. In such cases the Consultant is entitled to obtain copies of the materials at the Client's expense. The Client shall compensate the Consultant for all copying, handling and delivery costs.

#### 6.1.3

The Consultant shall retain the original materials he has received from the Client and the materials he has himself drafted in the course of the assignment for a period of ten (10) years from the completion of the assignment.

Electronic materials shall be retained in the format they have been received and the Consultant has no obligation to update them into newer formats. If the Consultant closes down his business sooner than ten (10) years after the completion of the assignment, the Consultant shall inform the Client or the successor thereof of the location where the materials are stored and who is responsible for their storage, or the Consultant shall offer the materials to the Client or the successor thereof for safekeeping.

After the safekeeping period has expired and prior to destroying the materials, the Consultant shall, if possible, in good time notify the Client or his successor. If so requested, the materials shall be delivered to the Client against delivery costs.

### 6.2 Copyright, surrendering materials and information, and right to an invention

#### 6.2.1

Unless otherwise agreed, the Client is not without the Consultant's consent entitled to utilize materials delivered by the Consultant for another object or purpose than that specified in the contract nor to allow such materials to be used by a third party.

The Client is entitled to any invention created during research or development efforts in the course of the assignment. If the Client wishes to retain the right to such an invention, he shall notify the Consultant thereof within one (1) year from being informed of the invention, under penalty of forfeiting all rights to the invention.

The Consultant is entitled to additional compensation if the Client's right to the invention proves to be substantially more valuable than the compensation paid to the Consultant or in view of other circumstances. The claim for such compensation shall be presented within two (2) years after the Client was informed of the invention.

**6.2.2**

The repeated use of the materials and the basis for compensation shall be separately agreed upon with the Consultant, except in cases where the design was originally intended for serial production.

**6.2.3**

The Consultant has no right to assign to any third party materials created on the orders of the Client.

Despite the restrictions specified in clauses 6.2.1 and 6.2.2, the Client has the right to use the results from any routine measurements made by the Consultant.

**6.2.4**

Miniature models and other illustrative materials paid by the Client are considered to be his property.

**6.2.5**

When the object of the plan is made public, the parties of the contract shall be mentioned in an appropriate manner.

## **7 SCHEDULES, DELAYS AND INTERRUPTIONS IN WORK**

**7.1**

The work shall be performed without undue delay. For the purpose of drafting a schedule, the Client shall set a date for the commencement of the work, as well as ensure that a sufficiently detailed and feasible schedule is drafted in a timely manner. Once the contracting parties have jointly approved a schedule for the work, the schedule shall be followed.

If additional work or modifications referred to in clause 5.5.4 affect the schedule, the Consultant is entitled to extend the schedule accordingly.

The Consultant shall continue to work on schedule despite possible unsettled disputes over the compensation for additional work or modifications, unless the additional work or modifications significantly affect the scope of the Consultant's work. In this case, 10% of the original fee is considered significant.

**7.2**

If the Client has not during the assignment provided the Consultant with the basic information and instructions necessary for carrying out the task or if the Consultant's performance is delayed owing to other circumstances attributable to the Client, the Client shall extend the deadline for the completion of the task accordingly and shall be liable for the delay. In case the liability for delay is not specified in the contract, it is 0.2% of the lump-sum remuneration for each full day of delay in the delivery of initial data according to the agreed schedule or in the delay in the Consultant's performance for any other circumstances attributable to the Client.

The period of liability for delay shall not, however, exceed fifty (50) working days. The Client is not liable for delays in any other way, unless the delay is due to his intent or gross negligence. Possible claims for damages due to delays shall be presented in writing no later than three (3) months from the notice of delay.

**7.3**

If the Consultant's work is interrupted owing to circumstances attributable to the Client, the Consultant is entitled to compensation according to clause 7.2. The Consultant shall do his utmost to minimize or eliminate the damage.

**7.4**

If the agreed schedule cannot be adhered to because of circumstances attributable to the Consultant and no other arrangements have been made, the Consultant is liable for the delay. In case the liability for delay is not specified in the contract, it is 0.2% of the lump-sum remuneration including additional works and modifications for each full day of delay in the delivery of the plan according to the agreed schedule. The period of liability for delay shall not, however, exceed fifty (50) working days.

The Consultant is not liable for delays in any other way, unless the delay is due to his intent or gross negligence. Possible claims for damages due to delays shall be presented in writing no later than three (3) months from the delivery of the plan according to the terms of the assignment.

The liability for delays may also be defined separately for different parts of the assignment.

**7.5**

If the delay or interruption in work results from circumstances beyond the control of the parties, the Client shall extend the deadline for completing the task accordingly and to reimburse the wage costs, special compensations and expenses resulting from the delay or interruption as itemized by the Consultant for a maximum period of fifty (50) working days from the date the Consultant has received the notice about the interruption.

Circumstances beyond the control of the parties also include measures taken by public authorities, which prevent, suspend or curtail the implementation of the project.

**7.6**

If the agreed schedule cannot be followed because of a strike or embargo hindering performance by the Consultant or on account of a lockout or other industrial action approved or decided by an employer organization which substantially obstructs work performance, the Consultant shall be entitled to a reasonable extension of the deadline for completing the task.

**7.7**

Either one of the parties to the contract shall without delay notify the other party of any past, present or possible future delays. The reason for these delays and a proposal for a new or modified schedule shall be presented at the same time.

**7.8**

If the Consultant is forced to interrupt his work because of circumstances attributable to the Client or for other reasons not attributable to the Consultant for such a lengthy period of time that amendments and improvements resulting from the altered conditions must be made to the existing plans, the Consultant shall be entitled to receive a compensation for this additional work according to the basis for charging applied to that particular assignment or, if the basis cannot be applied, according to clause 5.2.4.

**7.9**

If, during the work, the Client and the Consultant agree on a tighter schedule than the original one, the Client shall compensate the Consultant for the additional costs incurred.

## **8 TERMINATION AND ASSIGNMENT OF CONTRACT**

### **8.1 Client's right to terminate the contract**

**8.1.1**

The Client may terminate the contract if:

- a) the project is cancelled due to exceptional circumstances described in the State-of-War Act and the Readiness Act or similar events, or legislation preventing construction, or other similar force majeure circumstances;
- b) the project is cancelled for other reasons;
- c) the Consultant closes down his business;
- d) the Consultant is adjudged a bankrupt.

**8.1.2**

The Client is entitled to terminate the contract if the fault is not corrected within a reasonable period of time in spite of a written notice from the Client to the Consultant in the following circumstances:

- a) the Consultant fails to commence the planning work within the stipulated time frame;
- b) the work is carried out at such a slow pace that it obviously cannot be completed within the time limit agreed or, in cases where there is no schedule, within a reasonable time period,

and this does not result from circumstances entitling the Consultant to extend the performance time;

- c) the Consultant is incapable of performing the agreed assignment, or;
- d) the Consultant's actions are otherwise in serious violation of the contract.

### 8.1.3

If the contract is terminated due to force majeure or other circumstances beyond the Client's control, the Consultant shall be reimbursed for any completed and approved work according to the agreed basis for charging. Unfinished planning work or part of it shall be reimbursed according to the percentage of work completed as compared with the whole planning effort.

Also all the wage costs, special compensations and expenses entailed by the interruption and itemized by the Consultant shall be reimbursed, however, not longer than for a period of eight (8) weeks from the date the Consultant was informed of the termination. The Consultant shall do his utmost to minimize or eliminate the damage.

### 8.1.4

If the termination is due to circumstances attributable to the Client, or for other reasons not set forth in these General Conditions, the Consultant is entitled for the damage and losses caused by the termination.

### 8.1.5

If the Client terminates the contract on the grounds of clauses 8.1.1 c, 8.1.1 d or 8.1.2, the Consultant shall be reimbursed for the completed and approved part of the work according to the agreed basis for charging. Unfinished planning work or part of it shall be reimbursed according to the value of the completed work when compared with the value of the entire planning effort.

### 8.1.6

If the Client terminates the contract on the grounds of clause 8.1.1 c, excluding cases of death, or on the grounds of 8.1.1 d or 8.1.2, and if in the last of these cases the termination is due to the Consultant's negligence, the Consultant shall pay compensation for all reasonable additional costs incurred by the Client in addition to the remuneration, special compensations and expenses specified in the original contract for completing the work according to the contract.

The Consultant, his beneficiary and the bankrupt's estate shall aid the Client in obtaining or reclaiming the plans, designs, investigations and other files prepared by the Consultant and included in the Consultant's assignment.

## 8.2 Consultant's right to terminate the contract

### 8.2.1

The Consultant is entitled to terminate the contract if:

- a) the Client is adjudged as a bankrupt;
- b) difficulties similar to those described in clause 8.1.1 a or other impediments significantly enhancing or altering the Consultant's work arise, the emergence of which the Consultant could not reasonably be expected to have anticipated at the signing of the contract and which have proved to be impossible to remove or obviate by the Consultant with reasonable efforts.

Compensation is subject to clause 8.1.3, but in case the contract is terminated on the grounds of clause b, the Consultant is not entitled to compensation for the costs arising from the termination.

### 8.2.2

The Consultant is entitled to terminate the contract if the situation is not remedied within a reasonable period of time after a written notice from the Consultant to the Client in the following cases:

- a) the Client fails to fulfil his contractual duty to pay;
- b) performance of the assignment is prevented or rendered impossible because of the Client or his negligence;
- c) the Client requires the Consultant to perform his duties against good technical or professional practice or;

- d) the Client's actions are otherwise in serious violation of the contract.

The compensation shall be subject to clause 8.1.4.

## 8.3 Assignment of contract and completion of duties

### 8.3.1

The consultancy contract may not be assigned without the other contracting party's consent.

If the Client is adjudged a bankrupt, the Client and the bankrupt's estate are required to contribute to the transfer of the contract to a party capable of continuing to carry out the planning of the object of the contract assignment.

### 8.3.2

The task is considered finished when the agreed work has been completed and the materials concerning the task have been delivered to the Client in accordance with the contract term.

The overall planning assignment shall be considered completed and delivered when the final plan has been sent or otherwise made available to the Client. An acceptance inspection shall be arranged in connection with the delivery of the final plans and it shall also be verified that the plans are in accordance with the contract terms.

## 9 VALIDITY ORDER BETWEEN THE CONTRACTUAL DOCUMENTS

### 9.1

The contractual documents complement each other. Should the contractual documents contain contradictory provisions, their validity order shall be the following:

- a) the consultancy contract
- b) the annexes specified in the contract
- c) these General Conditions for Consulting
- d) the task specifications approved by the organizations involved
- e) the validity order specified in the contract applies to all other documents.

### 9.2

If a contracting party notices contradictory provisions in the contractual documents, he shall without delay inform the other party thereof.

## 10 DISPUTES AND SETTLEMENT OF DISPUTES

### 10.1 Governing law

This contract is governed by the laws of Finland.

### 10.2 Negotiations between the contracting parties

In case of disputes, the contracting parties aim to resolve them in direct negotiations or by negotiating through appointed representatives.

### 10.3 Obtaining an expert opinion

If disputes cannot be settled in negotiations between the contracting parties within a reasonable period of time, the parties shall jointly attempt to obtain an expert opinion from an organization, inter-organizational committee or other suitable expert. Unless otherwise agreed, the costs for such expert opinions shall be equally divided between the contracting parties.

### 10.4 Arbitration

Any dispute arising out of or relating to this contract shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finnish Chambers of Commerce (one arbitrator, decision within three (3) months).

### 10.5 Court of jurisdiction

If both parties agree, the dispute shall be settled in a district court.

Place of jurisdiction is the district court in the domicile of the defendant, or the district court in the location of the constructed object. If the location is abroad, the court shall be the Helsinki District Court.