



TRUST FEDERATION OF ESTONIAN X-TEE AND FINNISH PALVELUVÄYLÄ

General Agreement between Estonian Information System Authority and Finnish
Population Register Centre



Väestörekisterikeskus





PRC/KPA

AGREEMENT
Trust Federation

PRC 2286/2401/16
RIA 16-0448-001

2 (9)

29.9.2016

Index

1 Parties of the Agreement	3
2 Definitions.....	3
3 Background and purpose of the Agreement.....	4
4 Responsibilities	5
5 Liabilities.....	5
6 Depositing and notices.....	6
7 Amendments and transfer of the Agreement.....	6
8 Whole Agreement.....	7
9 Miscellaneous	7
10 Validity of the Agreement	7
11 Governing law and dispute resolution	8
12 Signatures	9
13 Appendixes.....	9



PRC/KPA

29.9.2016

TRUST FEDERATION OF ESTONIAN X-TEE AND FINNISH PALVELUVÄYLÄ, THE GENERAL AGREEMENT BETWEEN ESTONIAN INFORMATION SYSTEM AUTHORITY AND FINNISH POPULATION REGISTER CENTRE

1 Parties of the Agreement

This General Agreement concerning the Trust Federation of Estonian X-Tee and Finnish Palveluväylä (hereinafter the "Agreement") has been entered into by and executed between following Parties:

- 1 Estonian Information System Authority (Riigi Infosüsteemi Amet, hereinafter "RIA")

Organization number	70006317
Address	Pärnu maantee 139a Tallinn 15169 Estonia

- 2 Finnish Population Register Centre (Väestörekisterikeskus, hereinafter "VRK")

Organization number	0245437-2
Address	PL 123 Lintulahdenkuja 4 00531 HELSINKI, Finland

Hereinafter referred to each individually a "Party" and jointly as the "Parties".

2 Definitions

In addition to the definitions provided within the text of this Agreement, the following capitalised terms shall, unless the context otherwise requires, have the meanings set out below:

- | | |
|------------------------------------|--|
| a) Kansallinen palveluväylä | Finnish national data exchange layer based on X-Road technology. |
| b) RIA | Estonian Information System Authority (Riigi Infosüsteemi Amet). Estonian Information System Authority is responsible for operating X-tee in Estonia. |
| c) VRK | Finnish Population Register Centre (Väestörekisterikeskus). Finnish Population Register Centre is responsible for operating Kansallinen Palveluväylä in Finland. |
| d) X-Road | X-Road is a software platform for enabling secure communication between organizations. X-Road is registered trademark in Estonia. |



PRC/KPA

29.9.2016

- e) **X-tee** Estonian national data exchange layer based on X-Road technology
- f) **Member** An organization or entity that follows the requirement of and can use Palveluväylä or X-tee.

Where the context of this Agreement so requires, words denoting the singular shall include the plural and vice versa.

3 Background and purpose of the Agreement

Finnish VRK and Estonian RIA have on 16 June 2015 agreed on and signed a Cooperation Agreement VRK/1195/2041/05;15-0008-010, which has been extended on 19 January 2016 (hereinafter the "Cooperation Agreement"), to formalise the relationship of the Parties in regards of the X-Road and to serve as a platform for deeper cooperation.

The purpose for the cooperation under this Agreement is to integrate Estonian X-tee and the Finnish Palveluväylä, and to ensure technical readiness for data exchange between X-tee and Palveluväylä Members (hereinafter the "Trust Federation") and present further technical, organizational, administrative and legislative provisions for this cooperation.

Based on aforementioned this Agreement is objected to set framework for the arrangement regarding the Trust Federation, provide the responsibilities and liabilities of the Parties, and to commit the Parties for cooperation in implementation of the Trust Federation under the schedule presented in the appendix. The Parties have agreed to complete this Agreement with elaborating appendixes, which shall be accepted as a part to this Agreement. In addition to this the Parties agree that the scope as well as the needs for updating or completing the Agreement are regularly reviewed in co-operation, at least once (1) per year.

The Parties agree in appendixes on matters of data security, data protection, technical properties and mutual organizational obligations to ensure the usability of Trust Federation for Palveluväylä and X-tee Members as well as references to regulation that is relevant for the execution of Trust Federation from Estonia and Finland.

For the sake of clarity it shall be stated the Trust Federation is solely an enabler for data transmission purposes, and hence this Agreement shall not be applied to the utilization of any content and data made available to Members through the Trust Federation, unless otherwise expressly provided or announced. Such utilization is dependent to a separate agreement or similar binding expression of intent between the service provider and user in question, who are willing to supply content and data through the Trust Federation. It shall be stated that the Agreement shall give no right to process any data which is transmitted via the enabler of the Trust Federation, nor shall affect the right of ownership or other intellectual property rights for the data which is transmitted via the platform of the Trust Federation.

For the sake of clarity it shall be stated that the Party shall follow its national legislation and EU legislation and other relevant regulation when managing its exchange-Road instance (X-tee and Palveluväylä).



PRC/KPA

29.9.2016

4 Responsibilities

The Parties shall act in cooperation with good intentions and take all necessary endeavours to fulfil the purpose of this Agreement.

Each Party is responsible for operations of its national data exchange layer and for creating legislative, procedural and physical environments for implementing and administrating the Trust Federation.

The communication between the Parties shall be open, accurate, continuous and on-time.

The Parties shall share all necessary information about the Trust Federation. Such information shall be provided with no further delay. For the sake of clarity it shall be stated that the Parties shall not disclose any information which is prohibited by the national legislation.

If not otherwise agreed by the Parties in this Agreement, The Parties understand and agree that not any intellectual property or associated rights of a Party shall be transferred or registered (including patents, utilization models, trademarks and designs) to other Party under this Agreement. Furthermore if not otherwise agreed by the Parties in this Agreement, the Parties agree that all unregistered intellectual property (such as copyright and unregistered designs) shall remain with the Party who has invented work occurring such rights or otherwise received such rights.

The Parties shall keep and maintain all personal information, which shall mean any information relating to an identified or identifiable natural person, other Party's proprietary information and all other confidential data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. The confidentiality obligation does not apply to information which is generally available or public or which a contracting Party has lawfully obtained from a source other than the other contracting Party. The Parties shall ensure, within their areas of responsibility, that legal provisions and orders of authorities concerning data protection and confidentiality are observed.

The Parties shall respect the data which is disclosed under this Agreement.

5 Liabilities

Each Party shall be independently liable for its expenses and costs arisen from the negotiations related to and implementation of this Agreement or the Trust Federation, unless otherwise agreed in writing between the Parties. This agreement in writing can be made without amendment of this Agreement between the Parties.

Both of the Parties agree to indemnify the other Party and its transferees, representatives, officers, directors, agents and employees, from and against any damages, liabilities, costs and expenses, including reasonable legal fees actually incurred, arising out of or in any way connected with any claim or demand arising from the actions of the Party has performed against this Agreement.



PRC/KPA

29.9.2016

6 Depositing and notices

The depositary of the original copies of this Agreement shall be decided by the Party holding certain copy, providing that such depositing follows good archiving practice and guarantees the conservation of the copy.

All notices served under this Agreement shall be in writing and may be served by personal delivery, facsimile or email or by first class post to the relevant Party's contact person set out below.

Notices related to this Agreement shall be delivered to following contact persons:

RIA:

Responsible person:

Heiko Vainsalu, X-Road Domain Manager

+372 666 8836

heiko.vainsalu@ria.ee, ria@ria.ee

Operational contract: help@ria.ee

VRK:

Responsible person:

Eero Konttaniemi, Coordinating Project Manager

+358 295 535 024

eero.konttaniemi@vrk.fi

Operational contract: kapa-palvelupiste@vrk.fi

The Parties may announce a change of the contact person by notice to the contact person of the other Party. A Party may appoint separate or several contact persons for certain notices. Such appointments shall be done in writing and notified to the other Party.

Notices shall be deemed to have been served at the time of delivery if served by personal delivery, on confirmation of a complete and successful transmission to then current facsimile number of the relevant party if sent by facsimile, on acknowledgement of receipt of email, if sent by email and within two (2) business days after posting if sent by first class post.

7 Amendments and transfer of the Agreement

This Agreement may be amended by written agreement of the Parties. An amendment shall enter into force after both Parties have signed the amendment.

Each party has the right to transfer the contract to the organization to which its functions are transferred under the Act. Apart from that the Parties shall have no right to transfer the Agreement. Transfer of the Agreement is only permitted through a transfer agreement signed by the both The Parties. The Party may not refuse the transfer without reasonable cause.



PRC/KPA

29.9.2016

8 Whole Agreement

This Agreement and its appendixes form a whole agreement, which shall be interpreted as a whole.

Appendixes, which are completed after the signing of the Agreement, shall be accepted as part of this Agreement as amendments and such appendixes shall come into effect on the date of their signing.

The contract documents (including appendixes) complement each other. If the contract documents conflict with each other, shall comply with the following mutual validity of the order, unless otherwise agreed between the Parties in writing:

1. The Agreement
2. Appendixes

Unless otherwise expressly provided, the appendixes shall have no interneccine priority and such equality exists regardless of the date when a certain appendix has entered as a part of this Agreement.

9 Miscellaneous

The section headings used in this Agreement are for convenience only and shall not be deemed a part of this Agreement nor are they intended to govern or act in the construction of any provision of this Agreement.

Unless the context otherwise requires or otherwise expressly provided, the references in this Agreement to any section shall be deemed to be a reference to a section of this Agreement and references to any appendix shall be deemed to be a reference to an appendix to this Agreement.

Unless the context otherwise requires, any reference in this Agreement or its appendixes to any directive, statute, regulation or guild agreement shall be a reference to the same as may, from time to time, be amended or replaced.

Any event beyond the control of a Party, which prevents, renders or otherwise effects significantly to the implementation of this Agreement shall be considered force majeure. Such events include, but are not limited to, war, insurrection, natural disaster, interruption in the general energy supply, fire, employee strike, embargo and material restriction. Each Party will notify the other Party immediately of any force majeure. The Parties shall not be responsible for any defects or delays caused by another Party nor for any delays or damages that are due to force majeure. Party in delay must carry out all necessary measures to eliminate the negative effects of such delay on other Party, and to remove the force majeure with no further delay.

10 Validity of the Agreement

This Agreement shall be valid from the moment The Parties have signed the Agreement until further notice.

Either Party may terminate this Agreement by notifying the other Party in writing six (6) months in advance.



PRC/KPA

29.9.2016

In case the Party is willing to terminate this Agreement as above, it commits to participate negotiations to clarify the grounds for the termination, and to solve whether there is any reasonable preconditions for continuance of the Agreement and to remain in cooperation. Such negotiations shall be held before the delivery of the termination notification. The expiration or termination of this Agreement shall not affect the arrangements already made under it, or any intellectual validity or duration of specific rights and obligations that have accrued in the field of intellectual property.

Either Party may terminate this Agreement with immediate effect, if it is indisputable that the other Party has used this Agreement or Trust Federation for false purposes or for purposes to cause damage for other Party; or when it is indisputable, that there is no reasonable qualifications for cooperation under this Agreement, and that the termination of six (6) months would be unreasonable for the terminating Party.

11 Governing law and dispute resolution

As this Agreement is based on Cooperation Agreement the matters partially or completely unregulated under this Agreement, the Parties shall proceed in accordance with the legislation effective in the Republic of Estonia, excluding its choice-of-law provisions.

In the event of a dispute concerning this Agreement or its interpretation, the Parties shall use all reasonable endeavours to settle such dispute by means of negotiations in good faith.

If aforementioned negotiations do not lead to a conclusion satisfactory to the both The Parties in six (6) months, any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration under the Rules of the Arbitration Court of the Chamber of Commerce and Industry in Tallinn, Estonia. The language to be used in the arbitral proceedings shall be English.

SIGNATURES ON THE FOLLOWING PAGE



PRC/KPA

AGREEMENT
Trust Federation

PRC 2286/2401/16
RIA 16-0448-001

9 (9)

29.9.2016

12 Signatures

This Agreement is executed in two (2) identical copies, one (1) for each party

Representative of RIA

Representative of PRC

___ / ___ / 2016 Tallinn

___ / ___ / 2016 Helsinki

Taimar Peterkop

Director General

Hannu Luntiala

Director General

Janne Viskari

Director

13 Appendixes

Appendix 1 Schedule for implementation of Trust Federation