**Data Delivery Agreement**

**neutraalista näkökulmasta**

Sopimuspohja tehty neutraalista näkökulmas­ta tilanteeseen, jossa dataa omistava yritys haluaa liiketoiminnallisista syistä antaa ilman korvausta sopimuskauden alkuvaiheessa dataansa toisen yrityksen käyttöön tietyin sopimuksessa määritellyin ehdoin. Dataa vastaanottava yritys sitoutuu luonnoksessa salassapitoon ja datan käytön rajoituksiin.

Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta; on myös huomioitava, että yhden sopimuskohdan muuttaminen yleensä vaikuttaa myös sopimuksen muihin lausekkeisiin ja lisämuutokset ovat tällöin tarpeen.

**HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilanteisiin ilman sopimusjuridisen asiantuntijan tarkistusta ja korjauksia**.

 *DRAFT 0.1 - January \_\_, 20\_\_*

**DATA DELIVERY AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ by and between Firma Oy, a corporation organized and existing under the laws of Finland having its principal office at Helsinki, Finland (hereinafter referred to as "Firma") and Yhtiö Oy, corporation organized and existing under the laws of Finland (hereinafter referred to as the "Data User") having its principal office at Helsinki, Finland.

**WHEREAS**, Firma is the owner of the data more particularly described in Appendix 1 hereto (the "Data"); and

**WHEREAS**, the Data User operates an on-line information service which benefits from the use the Data; and

**WHEREAS**, the Data User wishes to license Firma's data.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 - LICENSE GRANT**

Firma hereby grants to the Data User a non-exclusive, non-transferable licence to store and use the Data in accordance with the provisions of Article 5 below.

**ARTICLE 2 - LICENSE TERM**

This Agreement shall commence on the date first above written and shall continue for a period of one (1) year and from year to year thereafter until or unless terminated by either party giving to the other not less than three (3) months' prior written notice subject always to prior termination as hereinafter specified.

**ARTICLE 3 - DELIVERY OF DATA**

Firma shall supply to the Data User at the above address the Data as defined in Appendix 2.

**ARTICLE 4 - CHARGES**

4.1 The Data User shall pay to Firma the Charges and Fees for the Data as set forth in Appendix 3. Currently there are no Charges and Fees applying to delivery of the Data.

4.2 The Charges and Fees shall be subject to annual review. Firma shall inform the Data User for any such annual variations not later than three (3) months before the end of the first year and every year thereafter that this Agreement remains in force.

4.3 In the event that the Data User will not accept on any such variation in Charges and Fees this Agreement shall expire on the expiry date.

4.4 If any amount due by the Data User shall not be paid within 30 days of the date upon which it becomes due under the provisions of this Agreement, Firma shall be entitled to suspend the supply of the Data by giving seven (7) days' notice in writing.

**ARTICLE 5 - USE OF THE DATA**

5.1 The Data User shall not reformat or otherwise change the Data in any manner so as to affect the copyright of Firma in the Data or merge the same so that the Data ceases to be readily identifiable as that of Firma.

5.2 The Data User shall ensure that Firma's copyright is acknowledged on the Data as the same is stored on the database and when accessed by third parties.

**ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS**

6.1 The Data User acknowledges that any and all copyright, trade marks and other intellectual property rights subsisting in or used in connection with the Data including any documentation and/or manuals relating thereto are and shall remain the exclusive property of Firma and the Data User shall not during or after expiry or termination of this Agreement in any way question or dispute the ownership thereof by Firma.

6.2 The Data User acknowledges that such copyright, trademarks and other rights belonging to Firma may only be used by the Data User with the consent of Firma and during continuation of this Agreement. Upon expiry or termination hereof the Data User shall forthwith discontinue such use, without any right of compensation for such discontinuation.

6.3 The Data User shall not during or after the expiry or termination of this Agreement, without the prior written consent of Firma, use or adopt any trade mark, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation used by Firma.

6.4 The Data User shall not reformat, adapt, vary or modify the Data or otherwise do or permit any client to do any such act so as to affect Firma's copyright in the Data or any trade mark or other intellectual property rights relating thereto.

6.5 The Data User shall indemnify Firma fully against all loss, or damage suffered as a result of a breach of this article 6 by the Data User or its client.

**ARTICLE 7 - ASSIGNMENT**

The Data User shall not assign any of the rights and obligations under this Agreement, without the express written consent of Firma.

**ARTICLE 8 - TERMINATION**

8.1 Notwithstanding any other provisions herein contained this Agreement may be terminated forthwith by either party by notice in writing only from the party not at fault if any of the following events shall occur namely:

(a) If the other party commits any breach of the terms or conditions of this Agreement and fails to remedy such breach (or in so far as such breach is not capable of remedy, to furnish adequate compensation therefore) within 20 days after receiving written notice from the party not at fault requiring it to do so;

(b) If the other party shall present a petition or have a petition presented by a creditor for its winding up enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), shall have a receiver of all or any of its undertakings or assets appointed, shall be deemed by virtue of the applicable law to be unable to pay its debts, or shall cease to carry on business.

8.2 In the event of termination by either party for any reason pursuant to this Article the Data User shall within seven (7) days of the date of termination purge/expunge the Data from the database in addition to any and all back-up or archive copies of the same and furnish the Data User with a certificate signed by a duly authorized employee of the Data User certifying that the same has been done.

**ARTICLE 9 - WARRANTY**

9.1 Firma makes no warranties express or implied regarding the accuracy or completeness of the Data or its fitness for any purpose and expressly exclude any liability in respect thereof.

9.2 The provisions of article 3.2 above shall be the Data User's entire recourse with respect to any problem associated with the Data.

9.3 Firma does not warrant that the mode of delivery of the Data shall be free from all known viruses but Firma shall use commercially reasonable efforts to check for the most commonly known viruses prior to delivery of the Data but the Data User is solely responsible for virus scanning the Data prior to introduction to its Data.

**ARTICLE 10 - LIABILITY AND INDEMNITY**

10.1 Firma shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Data User or its clients by making use of the Data.

10.2 The Data User agrees to indemnify and keep indemnified Firma from and against any third-party or client claims against Firma arising from or relating to the Data User or any client's use of the Data.

**ARTICLE 11 - FORCE MAJEURE**

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

**ARTICLE 12 - MISCELLANEOUS**

12.1 Failure or neglect by Firma to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Firma's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Firma's rights to take subsequent action.

12.2 The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

12.3 In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

12.4 The parties hereby agree that this Agreement shall be construed in accordance with laws of Finland.

12.5 In the event of any dispute arising out of this Agreement or the breach thereof, the parties hereto shall use their best endeavours to settle such disputes. To this effect they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a solution satisfactory to both parties.

If the parties do not reach such solution within a period of sixty (60) days, then the disputes shall be finally settled in arbitration, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce and observing the content of this Article. The Arbitration proceedings shall be held in Helsinki, Finland. The language of the proceedings, documentation and award shall be English.

IN WITNESS, whereof this Agreement has been executed by the Parties by their duly authorized representatives on the date first above written.

**Firma Oy**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mr Olli Ohjelma**

**Managing Director**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mr**

**Managing Director**

**APPENDIX 1 - THE DATA**

**APPENDIX 2 - DELIVERY**

**APPENDIX 3 - CHARGES AND FEES**