



Elinkeino-, liikenne- ja
ympäristökeskus



**Agreement
on the release of information
from the Finnish Transport Agency
Digitraffic service**

52/2010/KAS/

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1 Parties to the Agreement

Supplier:

Kaakkois-Suomen ELY
Liikenne- ja infrastruktuuri
PL 1041
45101 KOUVOLA

Client:

Company Ltd
Home Street 99
PO Box 0000
00000 City

2 Purpose of the Agreement

This Agreement specifies all principles and terms, according to which real-time traffic information from the Finnish Transport Agency (hereinafter 'FTA') Digitraffic service and, upon separate agreement at a later date, real-time road weather and driving conditions information, driving conditions and traffic camera video images and traffic disruption information (hereinafter "materials") are to be released for use by the Client.

The purpose of releasing these materials is to improve the quality of road user services, which promote traffic safety and efficient flow. This assists the road user in planning trips, making the necessary preparations for driving conditions and traffic, and selecting a mode of transport. These materials can also be used for research or another, separately specified purpose.

3 Agreement content

3.1 Delivery content and method

Information service materials included in traffic flow information are listed in Appendix 1.

Information service materials included in Automatic Traffic Measurement information are listed in Appendix 2.

FTA shall release the information service materials in accordance with the real-time cycles specified in Appendices 1 and 2. The Client shall retrieve the desired information service materials from the interface specified by FTA. The interface and information retrieval restrictions are described in the "Interface description" document, which can be found at the Digitraffic website at www.liikennevirasto.fi/digitraffic. If these materials are to be released in a manner other than that spe-

cified above, a separate written agreement shall be made for this purpose.

3.2 Rights of use

The Client is hereby entitled to the use, copying and editing of information as well as the right to release said information to a third party. The Client's rights do not infringe upon the Supplier's copyrights.

The Client reserves the right to the permanent use of all information received during the agreement period of validity; the Client's right of use also extends beyond the expiration of this Agreement in accordance with the terms specified herein.

3.3 Rights of other parties

The Client and any parties receiving information from the Client are hereby obligated to refrain from using any images and/or information received and possibly edited under the terms of this Agreement, in such a manner that said use of images and/or information would violate the rights of individuals mentioned in said information content, e.g. accident reports. The Client and any party receiving information from the Client shall be liable for any damages resulting from the unauthorised use of materials.

3.4 Transfer of information

In order to fulfil the purpose of this Agreement, the Client reserves the right to sell or release any materials received under the terms of this Agreement to a third party during the Agreement period of validity. Any use other than that specified in this Agreement must be agreed upon separately. The rights and obligations specified in this Agreement also apply to any and all parties which have received information from the Client.

3.5 Information and reporting

The parties to this Agreement and any third parties to this Agreement are hereby obligated to inform their respective personnel, who will be working with the information obtained through the service, of the content and obligations specified in this Agreement

FTA is obligated to give the Client advance notice of any anticipated interruptions in the delivery of materials as well as notify them of any interruptions in delivery as soon after their occurrence as possible. FTA shall also give the Client advance notice of any changes to the content of materials.

The Client shall notify FTA of any discrepancies and/or errors found in the materials received without delay. The Client shall also submit annual reports on the quality and suitability of information for the intended use specified in Section 2 of this Agreement.

3.6 Responsibilities

FTA is not liable to the Client or third parties for any interruptions in delivery or damages resulting from errors in the information supplied.

If FTA alters the interface specifications (e.g. by altering technical components), FTA shall not be liable to the Client or any third parties for any costs incurred.

3.7 Amendment of terms

Any changes made to this Agreement, such as introducing new forms of information to the Digitraffic interface, shall be agreed upon by the parties to this Agreement with a new agreement.

3.8 Contact persons

The Client contact person is _____, who can be reached at (tel) _____ (email) _____ and suppliers contact person is Pasi Halttunen, who can be reached at (tel) +358 204 22 6237, (email) pasi.halttunen@elykeskus.fi. The parties to this Agreement are obligated to immediately notify the other party of any changes to their contact information.

4 Period of validity

This Agreement shall enter into force when signed by both parties. The Agreement expires on 31 March 2013.

FTA is obligated to notify the Client of any decision to terminate service no later than three (3) months prior to said termination. The Client is obligated to notify FTA when it shall no longer use the service.

FTA reserves the right to dissolve this Agreement:

- with a one (1) month period of notice, if the Client or third party receiving this service has failed to abide by the terms of this Agreement
- with a one (1) month period of notice, if the Client has not made use of the service for a period of three (3) months
- with a three (3) month period of notice, if the state government has amended any policies or contract protocols applicable to this Agreement.

5 Charging policy

FTA provides the Client with materials for free, when said materials are released through the use of a ready-made interface and channel. The Client is responsible for any release costs incurred by any extraordinary measures taken, such as the maintenance or alteration of the FTA information system. However, FTA is not specifically obligated to make these types of alterations. In the event that these types of alterations are made, they may be advantaged along with other Digitraffic clients.

6 Resolution of conflicts

Any conflicts arising out of or relating to this Agreement shall be first referred for resolution in negotiations between the parties to the Agreement. All conflicts relating to this Agreement shall be referred to the District Court of Helsinki for resolution, if the parties so decide.

7 Agreement signature

This Agreement is in two (2) identical copies, with one copy going to each party of the Agreement.

I hereby allow publication of the name of the party I represent on the Digitraffic service website (www.liikennevirasto.fi/digitraffic)

Kouvola, __.__.201__

Place, __.__.201__

Centre for Economic Development,
Transport and the Environment

Company Ltd

ITS Technology Unit

Unit

Petteri Portaankorva
Unit Manager

N.N.
Title

Pasi Halttunen
Traffic Management Specialist

N.N.
Title

APPENDIX 1: Content of Traffic flow delivery

The delivery includes the following information service materials (the content is described in greater detail in the interface documentation at www.liikennevirasto.fi/digitraffic):

- real-time, measured segment travel times, as files updated every minute (five-minute median)
- real-time, measured segment average speeds and flow rates, as files updated every minute
- travel times (medians) for each segment from the previous day, average speeds and flow rates as files updated at least once a day
- average and daily minute-specific travel times for all segments during the preceding 12 weeks as files updated at least once every 24 hours

APPENDIX 2: Content of Automatic Traffic Measurement delivery

The delivery includes the following information service materials (the content is described in greater detail in the interface documentation at www.liikennevirasto.fi/digitraffic):

- real-time measurement data from the Automatic Traffic Measurement System (ATMS)
- valid free speeds at ATMS stations and their corresponding segments.