Agreement on deployment of Finnish Transparency Register API

1. Background and subject of the agreement

The Transparency Register API is an electronic channel for filing disclosures of activities between the interface user and the Finnish Transparency Register administrated by the NAOF.

The purpose of this agreement is to specify the conditions under which the registrar provides access to the API for the user. The aim of the agreement is to ensure secure, predictable and uninterrupted use of the API between the parties.

This agreement applies to a situation where the discloser builds or commissions an integration between their system and the Transparency Register, or where a service provider offers the discloser a ready-made service integrated into the Transparency Register.

This agreement lays the foundation for API use throughout its period of use, and the parties undertake to comply with the terms and conditions set out in this agreement.

2. Definitions

The **registrar** refers to the National Audit Office, which administrates the Transparency Register as part of its statutory duties (section 9, subsection 1 of the Transparency Register Act 430/2023).

A **discloser** is a legal person or a private entrepreneur subject to an obligation to submit disclosures concerning their lobbying activities to the Transparency Register (section 3, subsection 1 and section 5 of the Transparency Register Act).

A **service provider** is a third party offering their customers who are disclosers technical solutions for filing disclosures of lobbying or lobbying consultancy activities with the Transparency Register.

A **customer** is a discloser who makes use of a service provider's technical solutions.

A **user** refers to a discloser or service provider using the Transparency Register API as set out in this agreement.

3. Validity of terms

These terms will be binding on the user from the date on which both parties have signed the agreement. The terms will be valid until further notice.

The registrar will provide information about any changes to the terms and the dates on which such changes enter into force by e-mail in the Finnish Transparency Register integration customer bulletin. The user accepts the changes to the terms by continuing to use the interface.

The user may terminate the agreement if they no longer intend to use the Transparency Register API. The user must submit a written notice of termination to the registrar, together with a list of the API keys they use. The registrar will disable the API keys after being notified of the termination.

The registrar may prevent a user from using the Transparency Register API, either for a set period or permanently, if the user's actions lead to recurring problems. The registrar may also prevent a service provider from using the API, either for a set period or permanently, if the service provider acts on behalf of the customer without authorisation or if the information they submit on behalf of the customer is not consistent with the customer's wishes.

The registrar reserves the right to terminate the agreement if the interface is used in violation of the purpose or terms of this agreement.

4. Fees to be charged

The registrar will not charge a fee for the implementation or use of the API.

5. Technical limitations

The user shall not make more than 500 API requests per minute. Requests should nevertheless be distributed over time so as to mitigate unexpected service load.

The registrar recommends that the service provider submit the disclosures of no more than 10 different customers at a time. If the number of disclosures is larger than this, they should be sent in time-distributed batches.

The registrar recommends that the user perform information update runs no more than once a day.

6. Testing

The integration must be tested in the test environment before it is connected to the Transparency Register production environment. The user declares that they have successfully completed at least the following steps required by the registrar:

- Created a draft disclosure through the interface and successfully validated it
- Successfully updated a draft disclosure through the interface
- Successfully published a disclosure through the interface, or published disclosures filed through the interface in the service portal user interface
- Checked that the published disclosure is displayed correctly in the user interface
- Noted that once a year, financial information is also provided in the disclosure.

The user must also test the effects of any changes made after deployment on the technical implementation in the test environment to verify that the filing of disclosures works.

7. Switching to production

The user may move on to build the integration into the production interface once they have completed the tests listed above. The user must notify the NAOF (avoimuusrekisteri@vtv.fi) of the date on which they will deploy the production interface and submit the first disclosure through it.

8. User's responsibilities

The disclosures of activities filed with the Transparency Register are statutory reports submitted to an authority and the discloser is responsible for their contents (section 5 and section 6, subsection 3 of the Transparency Register Act 430/2023).

The discloser is responsible for submitting their disclosure to the Transparency Register at the right time. The registrar only deems a disclosure as having been received once it is displayed as published in the

Transparency Register. The registrar automatically registers any disclosures received after the disclosure period as late.

The user must ensure that they process information appropriately and in compliance with data protection legislation. The user may not upload or store personal data in the test environment. Authentic disclosures should also not be used for testing without the discloser's consent.

The user must provide for adequate access management, enabling them to know who is submitting information on behalf of the discloser.

The user must handle the API key carefully to prevent abuses. If the API key is lost or if an unauthorised party gains access to it, the discloser must immediately delete the key in question in the service portal and create a new one to prevent its misuse.

The user must comply with the registrar's more detailed instructions for using the different functionalities of the interface and the Transparency Register.

9. Service provider's responsibilities

The customer may authorise the service provider to compile and/or submit disclosures to the Transparency Register on the customer's behalf. The service provider and customer must draw up the authorisation in writing. Upon request, the service provider has a responsibility to provide the registrar with a list of the customers in whose name it uses or has used the Transparency Register API, as well as the customers' written authorisations.

The service provider declares that the information it submits is consistent with the customer's wishes and ensures that the customer can review all information sent on their behalf. The service provider ensures that the information sent on behalf of the customer is transmitted to the Transparency Register consistently with the customer's wishes and that the uploading of the information will not be neglected for a reason that the service provider can control.

The service provider offers the customer support that ensures the technical success of filing the disclosures. The discloser is responsible for the content of the disclosures, and the service provider must refrain from making decisions concerning the content on behalf of the customer.

10. Limitations of the registrar's liability

The registrar is in no respect liable for the costs or functionality of the integration implemented by the user.

The registrar is in no respect liable for the service provider's activities or the content or functioning of the information, products or services supplied by the service provider.

Under no circumstances will the registrar be liable for any incidental or indirect damage, such as loss of income, yield losses or other similar loss, unless otherwise specifically agreed.

11. Parties to the agreement

Registrar:	National Audit Office of Finland (NAOF)
Business ID:	0245456-7
Address:	Porkkalankatu 1, PO Box 1119, FI-00101 Helsinki
Email address:	avoimuusrekisteri@vtv.fi

User:	
Business ID:	
Address:	
IP address/IP space:	
Contact persons' email addresses:	

The user is

☐ a discloser
◯ a service provider.

The registrar will automatically add the e-mail addresses of the contact person(s) entered here to the mailing list for the Finnish Transparency Register integration customer bulletin. The registrar may send out bulletin if changes that affect integrations are about to be made to the Transparency Register.

The test environment of the Transparency Register is restricted. The registrar will only allow access for the user-specified IP address or limited IP space entered above. This means that the user must indicate the IP address(es) they will use when testing.

12. Signature

Please send the completed agreement to the registrar at avoimuusrekisteri@vtv.fi. The registrar will check the information and send the agreement to the signing service for both parties to sign.