

Incomes Register Unit  
PO Box 5  
00055 Incomes Register

**TERMS AND CONDITIONS**  
Stakeholder testing of the Incomes Register

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## 1 General

The Incomes Register is a national electronic database that contains income data reported by payers. The Incomes Register Unit acts as the controller of the Incomes Register and the income data system.

The Incomes Register includes a separate stakeholder testing environment, which is maintained by the Incomes Register Unit. In the testing environment, the functioning of the data systems of payers and data users can be tested. Both the reporting of data to the Incomes Register and the transmission and disclosure of data saved in the Incomes Register to data users can be tested in the testing environment.

The Incomes Register's testing environment is intended for testing the Incomes Register and its different channels and services. The test customer records and incomes payment reports used in testing are anonymised test records.

These terms and conditions apply to the testing of the Incomes Register's technical interface and e-service in the Incomes Register's testing environment.

The use of the testing environment requires that the tester approves these terms and conditions of use for the Incomes Register's stakeholder testing environment.

## 2 Definitions

The concepts used in these terms and conditions have the following meanings:

**Channel** means the Incomes Register's technical interface and e-service.

**Artificial personal identity code** is an imaginary personal identity code generated for the tester for testing purposes.

**Artificial Business ID** is an imaginary Business ID generated for the tester for testing purposes.

**Tester** is a payer, data user or a party representing these as referred to in the act on the incomes information system (laki tulotietojärjestelmästä 53/2018) who wants to use the Incomes Register's testing environment.

**Testing contact person** coordinates testing, the records used in testing and testing observations on the tester's behalf. Later in these terms and conditions, "tester" also refers to the testing contact person, where applicable.

**Testing environment** means the stakeholder testing environments provided by the Incomes Register Unit and intended for testing the Incomes Register, including their interfaces.

**Testing certificate** is a unique electronic identifier granted by the Incomes Register Unit and generated for using the testing environment. The testing certificate serves to verify the authenticity of the tester and the file sent by the tester, and to establish an encrypted and reliable connection between the tester and testing environment.

**Data user** means the data user referred to in the act on the incomes information system (section 13), to whom the Incomes Register Unit transmits and discloses data saved in the Incomes Register.

**Data provider** means all companies, organisations and other parties that are obligated to report earnings, pensions or benefits data to an Incomes Register data user in Finland.

**Incomes Register Unit** means the Finnish Tax Administration's Incomes Register Unit referred to in the act on the incomes information system.

### **3 Scope and validity of access rights to the testing environment**

The tester must indicate the start of testing by submitting a testing start notification. By submitting the notification, the tester approves the terms and conditions for the use of the testing environment and notifies the Incomes Register Unit of the channels that it wants to test.

Based on the tester's notification, the Incomes Register Unit decides on the scope of the access rights to the testing environment granted for the tester, the channels and services to be tested and, if necessary, the data user's data access profiles which the tester can use in the testing environment.

The tester's access rights to the testing environment enter into force when the Incomes Register Unit approves the tester as a user of the testing environment by sending test IDs to the tester. If the tester wants to test the technical interface, the Incomes Register Unit will also send instructions for obtaining a testing certificate to the tester.

The testing environment includes three different interfaces for reporting data to the Incomes Register and transmitting data to data users: two Web Service interfaces (real-time and deferred interfaces) and the SFTP interface. Files can also be sent in the e-service's upload service. In addition, the reporting of data, transcript requests, data searches and the viewing of data can be tested in the browser-based e-service.

The tester can use the testing environment after the tester has received the test IDs sent by the Incomes Register Unit and, if necessary, obtained the testing certificate used in testing the technical interface.

Access rights to the testing environment remain in effect until further notice.

If the tester has valid access rights and there are changes in the data submitted in the testing start notification, the tester must immediately notify the Incomes Register Unit of the changed data.

### **4 Testing certificate, artificial Business ID and Suomi.fi test IDs**

The use of the testing environment's technical interfaces requires a separate testing certificate. The testing certificate uses an artificial Business ID. The Incomes Register Unit sends the artificial

Business ID via email to the testing contact person and technical contact person provided by the tester.

The tester is obligated to maintain confidential information associated with the testing certificate with care. If the tester knows or suspects that any confidential information has gone missing or been misplaced, the tester must notify the Incomes Register Unit of the situation.

The testing certificate is valid for two years after granting it. After this, the testing certificate must be renewed in accordance with instructions issued by the Incomes Register Unit at [incomesregister.fi](https://incomesregister.fi) if the tester wants to continue the use of interfaces for testing purposes.

For testing the e-service, the tester needs test IDs connected to their artificial Business ID, using which identification and authorisation can be tested in the Suomi.fi service. The Incomes Register Unit sends test identifiers to the testing contact person provided by the tester.

## **5 Availability and restrictions of the testing environment**

The aim is to keep the stakeholder testing environment available during office hours. If there are malfunctions in the testing environment, they will be reacted to during office hours. Testing is also allowed during other hours, but the functionality of the testing environment cannot be guaranteed at such times.

However, the Incomes Register Unit may interrupt the use of the testing environment due to technical, functional or information security-related problems or errors or on other justified grounds. The Incomes Register Unit aims to keep any interruptions as brief as possible. The Incomes Register Unit does not assume responsibility for any adverse impact arising for the tester from the interrupted use of the testing environment. Furthermore, the Incomes Register Unit is not obligated to pay compensation to the tester for any costs arising from the interruption.

The functions available for testing in the testing environment may not necessarily cover all features and services of the Incomes Register's production environment.

## **6 Test records**

The Incomes Register Unit sends anonymised test customer records to the tester for use in testing. The tester may forward these test customer records to their subcontractors and other similar parties outside the tester's organisation that participate in testing the tester's systems. The tester must handle the test customer records with care and destroy the test customer records when the data is no longer needed to test the tester's own systems or related functions.

In addition to the test customer records provided by the Incomes Register Unit, the tester may submit their own test customer data to the Incomes Register for testing purposes.

Test records submitted to the Incomes Register (e.g. test customers and incomes payment reports) must not include real personal data. Test customers and their income data, employment relationship data and other data submitted to the Incomes Register must be anonymised. Anonymisation means that test customers or their earnings or benefits payment records cannot be connected to real persons. In anonymising, test records are converted into unidentifiable format so that they cannot be restored to the original format using a certain value or, for example, an encryption key.

Anonymisation must be carried out in accordance with the Incomes Register's instructions. Instructions on the anonymisation of test data are available at [incomesregister.fi](https://incomesregister.fi).

The tester is responsible for ensuring that the test records they have submitted to the Incomes Register's testing environment do not include real personal data and that the test records have been anonymised in accordance with the instructions given. The Incomes Register Unit is not obligated to inspect the data included in the test records submitted by the tester. If the tester notes that the protection of personal data is at risk, they must immediately notify the Incomes Register Unit of the situation.

The Incomes Register Unit is not responsible for the destruction, misplacement or modification of the tester's test records. Furthermore, the Incomes Register Unit is not responsible for any costs arising from this, such as the recreation of the data and files included in the test records.

## **7 Data disclosed to the data user**

Data is only disclosed to data users from the testing environment in accordance with the data users' data access profiles based on their data access rights. Information on the data access profiles used in testing will be sent to the testing contact person via email when testing starts. The data that can be disclosed is data included in anonymised test records generated by payers, the Incomes Register Unit or another data user.

## **8 Monitoring testing and observations**

The Incomes Register Unit monitors the operation of the testing environment and any malfunctions and errors discovered during testing. The Incomes Register Unit publishes a delivery report in conjunction with each new version published in the stakeholder testing environment. The delivery report describes the functions and known defects of the new version and any changes from the previous version.

Any errors and other deviations related to the Incomes Register and discovered during testing must be reported immediately to the Incomes Register Unit. Data users must also notify the Incomes Register Unit of having access to any data in the testing environment, which it is not entitled to access in the Incomes Register based on the data permission granted by the Incomes Register Unit. Observations must be reported on the observation form for stakeholder testing. Instructions on its use will be sent to the testing contact person via email when testing starts.

## **9 Responsibility for hardware and testing costs**

The tester and the Incomes Register Unit are responsible, on their own part, for ensuring that their hardware, software, systems or data connections used in testing do not cause any damage, disturbance or other harm to the other party or third parties. If any such disruptions appear, the other party must immediately be notified of them. In the case of damage, error or harm larger than minor, a written notification must be given. The tester and the Incomes Register Unit are obligated to investigate and eliminate any error, disturbance or other reason, for which they are responsible and which causes damage, without any undue delay.

The tester and the Incomes Register Unit are both responsible for all costs arising for them from testing and the use of the testing environment.

## **10 Changes in the testing environment and instructions**

The Incomes Register Unit has the right, for a justified reason, to change instructions, the channels and services tested in the testing environment or their content, the technical details of information security requirements or the availability of the testing environment. Justified reasons include the general development of the income data system or the Incomes Register's testing environment, or the correction of errors discovered in operations. The Incomes Register Unit will provide the tester with information on upcoming changes beforehand, so that the tester can consider the changes in their operations. The Incomes Register Unit is not obligated to pay compensation to the tester for any costs arising for changes or resulting interruptions in the use of the testing environment.

## **11 Stakeholder testing instructions**

Testing must comply with the Incomes Register's stakeholder testing instructions issued by the Incomes Register Unit and its appendices. These are available at [incomesregister.fi](https://incomesregister.fi).

## **12 Secrecy obligation**

The tester and the Incomes Register Unit are obligated to keep all information that have been marked confidential or should be understood as confidential and they have received from one another. Confidential information may concern system functions and their implementation, as well as technical details. The tester and the Incomes Register Unit cannot use confidential information for purposes other than the testing of the Incomes Register.

## **13 Amending these terms and conditions**

The Incomes Register Unit has the right to amend the terms and conditions of use for the testing environment. Amendments will enter into force once the amended terms and conditions have been published at [incomesregister.fi](https://incomesregister.fi). The Incomes Register Unit will notify the tester of any upcoming amendments to the terms and conditions before the amended terms and conditions are published. The tester approves the amendments to the terms and conditions by continuing the use of the service.

## **14 Ending and transferring access rights to the testing environment**

The tester may terminate their access rights to the testing environment at any time by giving a written notice to the Incomes Register Unit.

The Incomes Register Unit may terminate access rights to the testing environment one month after the notice date by giving a written notice to the tester. The Incomes Register Unit cannot terminate access rights to the testing environment without separate grounds.

The Incomes Register Unit may, independently and immediately, terminate access rights to the testing environment and prevent the use of the testing environment if the tester has been in material breach of these terms and conditions and does not correct their actions, regardless of receiving a notification from the Incomes Register Unit.

The termination of access rights does not cause any payment consequences for the tester or the Incomes Register Unit.

The tester does not have the right to transfer their access rights to the testing environment or any related rights or obligations, in full or in part, to third parties without the Incomes Register Unit's written permission.

## **15 Settlement of disputes**

Any disputes arising from these terms and conditions will primarily be settled in mutual negotiations between the Incomes Register Unit and the tester and ultimately in the District Court of Helsinki.