

**Co-operation agreement between
the project owner and the project co-partner
for the implementation of the project:**

Developing sustainable and circular construction planning processes and buildings

Case No.: 402–2002-P22014

The following partnership agreement (hereinafter referred to as agreement) is concluded between:

The City of Tampere

with its official address at P.O. Box 487, FI33101, Tampere, Finland

and represented by Tero Tenhunen

hereinafter referred to as the Project Owner

and

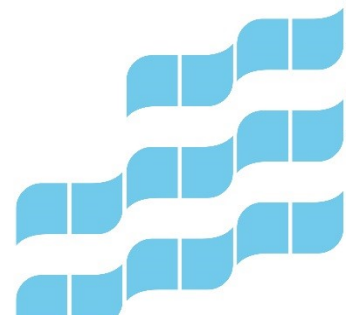
The City of Tórshavn

with its official address at

represented by

hereinafter referred to as the Project Partner (PP)

in connection to; The Nordic Innovation Program: Sustainable Construction (hereinafter called the Program)



1. THE AIM OF THE AGREEMENT

This agreement regulates the Parties' rights and obligations pursuant to the implementation of the project: "Developing sustainable and circular construction planning processes and buildings" 402–2002-P22014 (hereinafter referred to as the Project).

2. DURATION OF THE AGREEMENT

This agreement shall take effect retrospectively from the start date of the project, i.e., from 01.05.2022. This agreement shall enter into force on the day on which the parties have signed it, and it shall be observed retroactively from the start date of i.e. 01.05.2022.

However, this agreement comes into force and binds the city of Tampere definitively only when the relevant decision has gained legal force and the agreement has been signed. This agreement will remain in force until complete fulfilment of the project and final reimbursement of the project funds.

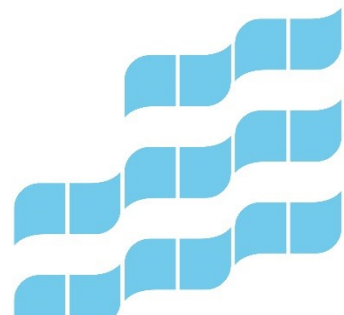
3. THE PROJECT FUNDING

The project is funded by the Nordic Innovation. The project owner has signed a contract on the funding conditions (attachment 2 to this agreement) with the Programme.

Nordic Innovation's allocation for the project amount to a total sum of NOK 3 000 000 for the full Project Period 05. 2022–31.04.2025. Disbursement will be done according to Art. 2.2. of the Standard terms and Conditions of Contract (attachment 1 to this agreement).

The project budget is divided between the project partners as follows:

	Partners' own contribution	Nordic Innovation Fund	Total Funding
The City of Tampere	1 562 500 NOK	1 562 500 NOK	3 125 000 NOK
The City of Stavanger	718 750 NOK	718 750 NOK	1 437 500 NOK
The City of Tórshavn	718 750 NOK	718 750 NOK	1 437 500 NOK



The Nordic Innovation Grant is stipulated and disbursed in NOK. Nordic Innovation or the project owner are not liable for any losses incurred in connection with fluctuation in currency exchange rates because of the Grant being disbursed in NOK.

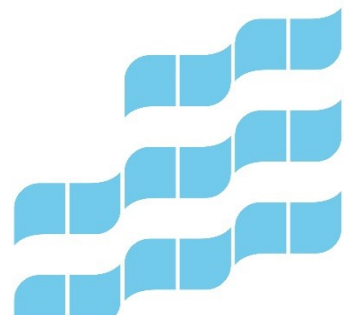
The PPs are aware that the 50% of the expenditures incurred as a result of implementation of project activities are reimbursed retrospectively. Therefore, each PP shall apply relevant measures to maintain sufficient level of financial liquidity to cover the project related expenditures.

4. PROJECT REPORTING

The project partners are entitled to request payments from the programme by providing proof of progress in the implementation of their activities as described in the approved project application (Attachment 3 to this agreement). Project partner shall present to the project owner their partner progress reports by the timeline detailed below.

	Material from the PP to the Project Owner
Progress report 1 Reporting period of 1.5.-30.11.2022	Narrative and Financial reports by 1.12.2022
Progress report 2 Reporting period of 1.12.2022.-30.11.2023	Narrative and Financial reports by 1.12.2023
Progress report 3 including final report Reporting period of 1.12.2023.-31.12.2024	Narrative and Financial reports by 1.2.2025

Any postponement of a deadline for submission of a partner progress report must be approved by the project owner beforehand.



Partner progress reports are delivered to the project owner by using special forms consisting of a narrative report and a financial report including project staff's timesheets on the working time executed for the project. The project owner is responsible for compiling and sending the report to the programme.

In order to proceed with the analysis of progress and final reports, PP must provide additional information if the project owner or the programme deem that necessary. Additional information requested by the programme shall be collected and sent by the project owner within the time frame demanded by the programme.

5. OBLIGATIONS OF THE PROJECT OWNER

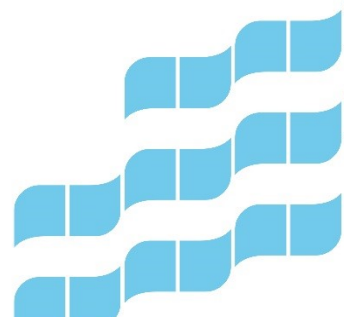
The project owner shall be responsible for the overall coordination, management, and implementation of the project. It shall fulfil all obligations arising to the Contract signed between the project owner and project financier, Nordic Innovation. That means in particular:

- a.) providing audited annual progress reports to the programme according to agreed reporting timetable set out in the Contract between the programme and the project owner (attachment 2 to this Agreement),
- b.) requesting and receiving payments from the programme in accordance with the Terms and Conditions of Contract (attachment 1 to this Agreement),
- c.) ensuring that any reimbursement of the programme co-financing will be paid by the project owner to the PPs based on 50% pre-payment of annual co-financing budget and 50% based on the reported eligible expenditure.

6. OBLIGATIONS OF THE PROJECT PARTNERS

Each PP commits

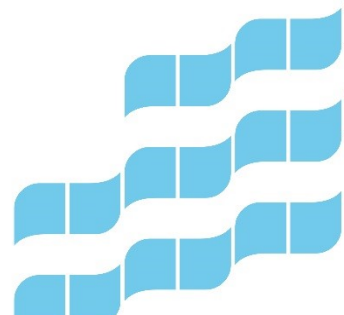
- a.) to undertake to complete all the activities foreseen in the approved project application (attachment 3 to this Agreement),
- b.) to guarantee a sound financial management of its budget,



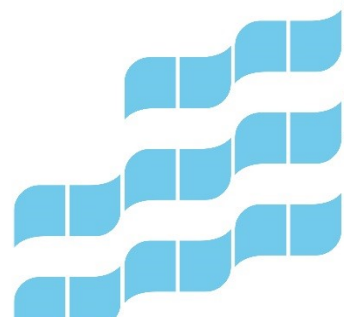
- c.) providing proof of progress in the implementation of project activities and submitting project-related expenditure. Upon request, submitting to the project owner the accounting reports or other documents, including copies of all pieces of evidence (receipts, invoices or accounting documents of equivalent probative value, documents related to tender, bank statements, etc.),
- d.) assuming responsibility in the event of any irregularity in the expenditure it has declared,
- e.) repaying the project owner any amounts unduly paid and complying with any request for repayment by the programme,
- f.) upon request, submitting to the project owner the information and communication measures for the public as stated in the Standard terms and Conditions of Contract Art.6 (attachment 1 to this Agreement).
- g.) keeping available all its documents related to the project. In line with the requirements as stated in the Standard terms and Conditions of Contract (attachment 1 to this Agreement). Each PP is obliged to retain for audit purposes all files, documents, and data about the project, in particular all supporting documents regarding expenditure co-financed by the programme.
- h.) The project owner and the PP commit to ensuring that all staff members involved in the implementation of the project respect the confidential nature of information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the institution that provided the information.

By signing this agreement, each PP declares that it:

- a. is familiar with and adheres to the content of the Standard Terms and Conditions of the Contract,
- b. is familiar with and adheres to the latest approved version of the project application,



- c. undertakes to inform the project owner immediately about all circumstances that delay, hinder or make impossible the realisation of the project as well as all circumstances that mean a change of the disbursement conditions,
- d. each party to this agreement shall hold harmless the other parties and indemnify them from liabilities, damages and costs resulting from the non-compliance of its individual duties and obligations as set forth in this agreement and its annexes,
- e. no party to this agreement shall be held liable for not complying with obligations ensuing from this agreement and its annexes in case of force majeure. In such a case, the party concerned must announce this immediately in writing to the other party to this agreement,
- f. in case of non-fulfilment of obligations of a PP having financial consequences for the funding of the project as a whole, the project owner may demand compensation to cover the sum involved.
- g. In case the programme, in full or in part, repayment of the co-financing already paid, every PP is obliged to transfer its portion of any amount unduly paid to the PP. The project owner shall without delay inform the PPs by forwarding a copy of the letter by which the Programme has asserted the repayment claim.



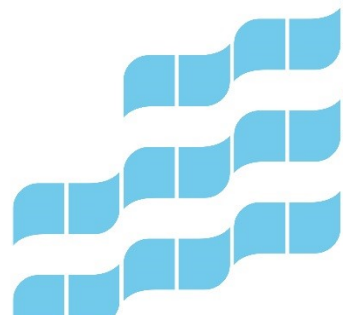
For the project owner: The City of Tampere

Name

Title

Signature

Place, date



For the project partner: The City of Torshaven

Name

Title

Signature

Place, date

Annexes

1. the Terms and Conditions of Contract
2. the Contract on the funding conditions between the project owner and the programme
3. the approved project application

