



NORDIC CIRCULAR HOTSPOT PARTNERSHIP AGREEMENT

between

Organisation's name: Nordic Circular Hotspot, represented by Natural State AS
Organisation's address: St. Halvards gate 33, N-0192 Oslo, Norway
Registration/CoC number: 919 645 636
(hereinafter referred to as "NCH")

and

Organisation's full name: XXXX
Organisation's address: XXXX
XXXX
Registration/CoC number: XXXX
Partnership category: XXXX
Annual fee: € X XXX
Dedicated in-kind hours: XX hours during the first term until June 30, 2022
(hereinafter referred to as the "Partner").

NCH and the Partner are jointly referred to as the "Partners" or "Parties".

1. Introduction

The Nordic Circular Hotspot is a collaboration platform and ten-year circular market transition programme run by a consortium of ten Managing Partners from five Nordic countries plus The Netherlands with a mission to accelerate the transition to a circular market in the Nordic region. With co-funding from Nordic Innovation, the Nordic Circular Hotspot operates as an active enabler, well-connected facilitator and strategic collaborator in the Nordics.

The core mission of the Nordic Circular Hotspot and the Partnership Programme is to:

- *stimulate cross-segment, cross-sector and cross-silo collaboration and dialogue in the Nordic market sphere;*
- *provide an accessible overview to help stakeholders navigate and co-ordinate in the Nordic market;*
- *increase market dynamics, transactions and investments in circular and sustainable solutions by displaying and facilitating business and partnership opportunities in the Nordics;*

- *build a common market culture and economic language for circular and sustainable value development in the Nordics;*
- *define and align the core circular and sustainable values of the new Nordic market and help secure the alignment of the regulatory and economic understanding in the Nordics.*

The current activities of the Nordic Circular Hotspot and the Partnership Programme include, but are not limited to:

- 1.1 Facilitating and enabling collaboration between all partners in order to achieve an accelerated transition to circular and sustainable market sphere within the Nordics, connecting the Nordics to the global market and circular movements, and helping the Nordics become the world's leading circular hotspot of this time. The Nordic Circular Hotspot facilitates this collaboration by means of hosting events, webinars and meetings, by establishing the Nordic Circular Arena, by sharing knowledge and competence, and by stimulating and encouraging dialogues between stakeholders cross-segment, cross-sector and cross-silo in the Nordics.
- 1.2 Developing, operating and updating the Nordic Circular Arena, a digital stakeholder platform, for all of its partners.
- 1.3 Organising four seasonal webinars per annum, with content that is or will be relevant to the circular sphere in the Nordics, during which partners can be highlighted or be put in the spotlight and relevant topics may be discussed. These webinars will be available to the general public, while partners may be invited by NCH to be a speaker or presenter on a non-exclusive basis.
- 1.4 Organising and co-hosting the Nordic Circular Summit every year in the new 20s in collaboration with Nordic Innovation.
- 1.5 Connecting circular networks, hubs, hotspots and platforms within the Nordics as well as local, regional and international ones to the Nordics.
- 1.6 Supporting and showcasing circular projects in the Nordics that wish to scale up, increase their impact or broaden their horizons by making connections and showcasing these projects during events/webinars and on the Nordic Circular Arena as well as through the Nordic Circular Hotspot's communication channels.
- 1.7 Facilitating personal memberships for circular changemakers in and outside the Nordics.
- 1.8 Facilitating a common voice for circular policy-making and developing the regulatory public sphere to accommodate circular and sustainable solutions in the market. This is being achieved by raising awareness, leading the public debate and lobbying at various public institutions in order to remove any barriers to a circular transition in the Nordics.
- 1.9 Working towards aligning a Nordic market culture, a common circular economic language as well as circular and sustainable value perspectives for the circular sphere in the Nordics.
- 1.10 Continuing to raise awareness of circularity and sustainability in the Nordic market and society in general.

2. Definitions

"Agreement": this Partnership Agreement.

“Nordic Circular Hotspot Segment Partner”: companies, organisations or consortia relating to natural resources in value chains as vertical market segments that commit to implementing circular models for or within their organisation(s) and to becoming leading circular economy actors within their segment. The annual fee for Segment Partners is variable and depending on the annual turnover of the most recent fiscal year as follows:

€ 5 000: an annual turnover of € 1 000 000 or more

€ 2 500: an annual turnover of between € 500 000 - € 999 999

€ 1 250: an annual turnover of between € 100 000 - € 499 999

All fees are expressed excluding VAT (if and where applicable)

The fee is mandatory for established businesses and organisations (and consortia mainly consisting of such entities). However, the fee may be waived upon request by organisations with relevant motives for such exceptions. No fees are required from start-ups in their first fiscal year and organisations with an annual turnover of less than € 100,000. Segment Partners that are not eligible to the above-mentioned fees shall instead contribute their time, with a minimum of 50 in-kind hours.

“Nordic Circular Hotspot Sector Partner”: Companies, organisations or consortia representing neutral functions and horizontal market sectors that commit to implementing circular models for or within their organisation(s) and to becoming leading circular economy actors within their sector. A Nordic Circular Hotspot Sector Partner shall pay an annual fee of **€ 5 000** or dedicate a minimum of **50 in-kind hours**, i.e. by sharing their expertise, network(s), experience, competence, and by actively promoting the Nordic Circular Hotspot and recruiting more partners.

“Nordic Circular Hotspot Network Partner”: Companies, organisations and consortia that represent a network of interested parties or stakeholders. Each party or stakeholder within these networks may simultaneously be a Sector Partner and/or Segment Partner. Nordic Circular Hotspot Network Partners are not eligible for annual fees, instead they are expected to dedicate a minimum of **50 in-kind hours**. However, optionally, a Nordic Circular Hotspot Network Partner may implement a digital site for their network as an integrated sub-domain of the Nordic Circular Arena. The fee for this optional feature is **€ 5 000** per year, excluding Valued Added Tax (if and where applicable). Additionally, if a Nordic Circular Hotspot Network Partner wishes to apply a Web domain outside of the Nordic Circular Arena, the relevant fee for such customisation will be negotiated.

“Nordic Circular Hotspot Project Partner”: Companies, organisations and consortia that represent a project, in which case the Nordic Circular Hotspot Project Partner will either need to be a partner or participant in the project or the project needs to be funded by Nordic Innovation or, alternatively, the Nordic Circular Hotspot deems the project to be relevant to the Nordic Circular Hotspot’s work. A project will need to have a starting and end date, and can only be a Nordic Circular Hotspot Project Partner during the project’s active state.

“Nordic Circular Hotspot International Partner”: Companies/organisations/consortia that are based or located outside of the Nordics and are interested or already active in the Nordics. An International Partner may be a Segment, Sector, Network or Project Partner, provided that there is a legal entity involved. An International Partner will need to be categorised as one of the four partnerships above.

Each Partner will have the right to add their logo, name, contact details and a brief profile of their company or organisation on the partnership page of the Nordic Circular Hotspot's Web site www.nordiccircularhotspot.org and will also have the right to be listed on the Nordic Circular Arena.

3. Agreement

This Agreement includes building a robust collaboration based on the Parties' networks, platforms, strengths, expertise, experience and knowledge. Both Parties wish to build strong and valuable relations with each other and with their key stakeholders. Both parties are dedicated to support and strengthen value-creating initiatives as well as benefit from synergies through connecting, matchmaking, setting-up innovative collaborative projects and/or by other means.

The Parties agree to promote within and onboard each other into their respective communities. The Partner agrees to join the Nordic Circular Hotspot as a Segment, Sector, Network, Project or International Partner.

4. Partnership activities, expectations and duties

4.1 Partnerships: both parties agrees on positioning each other as Partners to more efficiently enable collaboration and value creation between the represented industry and the circular community.

4.2 Collaborative projects/initiatives: NCH will pursue setting up collaborative projects with the Partner, where the two partners together look for matching a range of compatible innovation partners, to support and accelerate the speed of sustainable and circular innovation across segments and regions.

4.3 Building strong communities: the Partner and NCH will share their networks and help build a strong network of changemakers, innovators, co-ops, organisations, academia and other key stakeholders. NCH agrees to give the Partner access to the circular Nordic market, with a personalised service and through its Nordic Circular Arena, which NCH anticipates to launch in June 2021.

4.4 Knowledge and competence sharing: throughout the duration of this collaboration, the Partner and NCH will share knowledge, competence and market insights with each other and their respective communities. This can be in the form of workshops, webinars, meetings, talks, lectures, reports, courses or by other means. NCH agrees to share relevant news, insight materials and data on the circular economy in the Nordics with the Partner.

4.5 Visibility and promotion: NCH will promote the Partner on all NCH platforms, while the Partner agrees to communicate this collaboration on its platform(s). The Partner will have the right to add its logo, name, contact details and a brief profile of its company or organisation on the partnership page of the Web site www.nordiccircularhotspot.org and also have the right to be listed on the Nordic Circular Arena.

4.6 Funding application(s): both parties will seek relevant funding opportunities and explore collaboration opportunities related to applications for joint projects and/or value-creating initiatives. In addition, NCH will contribute to the Partner's search or desire to find and/or secure relevant Nordic partners for projects, initiatives or endeavours that have a Nordic perspective.

5. Partnership Guiding Principles

Throughout the duration of this partnership, the Parties individually and collectively agree to adopt the following Guiding Principles:

- We will collectively collaborate towards a circular market transition in the Nordics.
- Openness and transparency: we will adopt the principles of openness and transparency in all aspects of our operation and communication. This means that we will share information in a timely and accurate manner; that we will raise issues and/or problems as soon as they arise; that we will work creatively and constructively to find a resolution to these issues and/or problems; that we will respond to questions promptly; and that we commit to sharing knowledge and expertise. Partners are encouraged to adopt best practice that they see elsewhere and to share examples widely within the partnership for the benefit of everyone.
- Sound business practices: the Parties start off from the premise that they are all successful, interdependent organisations and that they are in need of generating income and receiving a fair financial compensation for our contributions. The Parties will work tirelessly to ensure that our partnership resources are and will be distributed fairly, reflecting the input from the Parties.

6. Payment and reporting of in-kind hours

6.1 NCH shall invoice Partner the full fee upon signature of this Agreement. The due date for payment shall be twenty calendar days from the invoice issue date.

6.2 Partner shall report in-kind hours according to the instructions given by the Nordic Circular Hotspot upon request.

6.3 The annual fee and in-kind hours shall mainly be utilised for the following activities: building up of and participation in the Nordic Circular Hotspot's partnership activities; continued development of the Nordic Circular Hotspot on behalf of all its partners; facilitating and (co-)hosting the annual Nordic Circular Summit, facilitating the seasonal events and additional partner events and activities; managing and operating the Nordic Circular Arena stakeholder platform, etc., according to Nordic Circular Hotspot's plans and strategies. The fees and in-kind hours are in addition to the co-financing from Nordic Innovation.

7. Term and termination

7.1 This Agreement enters into force on the date on which it is signed and is valid up to and including **June 30, 2022**.

7.2 If a written notice of intention to terminate the Agreement by any of the Parties to the other Party has not been given, no later than two months prior to the expiry date, this Agreement shall be automatically extended until **December 31, 2023**.

7.3 Thereafter, if a written notice of intention to terminate the Agreement by any of the Parties to the other Party has not been given, no later than two months prior to the expiry date, this Agreement shall be automatically extended by one year (twelve calendar months) at a time.

8. Confidentiality

The content of this Agreement is confidential and any information about the other Party's business obtained during the course of this Agreement and that is not publicly accessible, shall be treated as confidential by the other Party unless the Parties agree or have agreed otherwise, in writing, related to sharing of any specific information.

9. Other terms and conditions

Neither Party may assign, directly or indirectly, any part of its rights or obligations arising from this Agreement without the prior written consent of the other Party. This Agreement can only be amended or modified in writing signed by authorised signatories of both Parties. The Parties shall notify each other in writing of any changes in any change of conditions of material importance to the Agreement. This Agreement has been duly executed in two originals of which the Parties have taken one each. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Norway. Any dispute shall be resolved primarily by negotiation between the Parties. The Oslo District Court shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising from this Agreement.

Oslo, Norway, **date**

City, Country, date

Einar Kleppe Holthe

First name and surname

Managing Partner

Position within the organisation

For and on behalf of

For and on behalf of

Nordic Circular Hotspot

[Organisation's full name]

represented by Natural State AS