

PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT is dated as of 6th September 2019 (the “**Effective Date**”), by and between C40 Cities Climate Leadership Group Inc. (“**C40**”) and The City of Helsinki (the “**City**”, together with C40, the “**Parties**”, and each, a “**Party**”).

BACKGROUND

C40 operates a network of the world’s leading cities committed to addressing climate change. C40 supports cities to collaborate effectively, share knowledge and drive meaningful, measurable and sustainable action on climate change.

Leading cities around the world are searching for innovative solutions to the major climate challenges they face, ranging from adapting to the effects of climate change, to providing their citizens with low carbon energy, waste, water and mobility options. C40 research shows that many cities are looking for opportunities to work in partnership with private sector partners and other solution providers in order to identify innovative and scalable climate solutions and explore the potential in the green technological development. However, many cities face challenges when working directly with the private sector and other stakeholders.

In this context, C40 Cities Climate Leadership Group (C40) has developed the City Solutions Platform (CSP) as a way to support early cross-sectoral engagement to form stronger partnerships between global cities and leading climate solution providers by facilitating a common understanding of the challenge to therefore develop and implement scalable and impactful climate projects.

The City has been accepted to participate in City Solutions Platform Live @ BLOXHUB (“CSP Live”) (the “**Project**”) on Wednesday 9th October 2019, an official live side event of the C40 World Mayors Summit 2019 in Copenhagen. CSP Live will be an opportunity for attendees to co-create solutions to cities’ most urgent climate challenges and for participating cities to present themselves as global thought-leaders in driving collaborative, innovative and ambitious climate action to achieve the goals of the Paris Agreement. By participating in CSP Live, the City is committed to working with C40 to support and participate in the early engagement between cities, the private sector, academic institutions and other climate solution providers around the City’s specific climate challenge in order to co-create and develop scalable and impactful solutions to the challenge.

Both parties acknowledge that the CSP Live session 9th October forms a part of the City’s preparations for its energy challenge, due for official launch later on. The solutions that will be discussed in the CSP Live session will not be compulsory for implementation and, the participating solution providers will need to follow the official process of the City’s energy challenge later on, in case they are interested to officially submit a proposal to participate in the City’s challenge.

1. **Goal Commitments.** The Parties agree to make use of their respective resources to achieve the following goals:

- a. Share knowledge and commit resources to deliver impactful climate solution co-creation, with the aim to implement in the City.

2. **In support of the Goals, the City will:**

- a. Collaborate with the City Solutions Platform team throughout the Project;
- b. Contribute sufficient staff time and resources to be an active city partner;
- c. Present and discuss their CSP climate challenge to an audience of relevant innovators, experts and solution providers before, during and after the CSP Live workshop, where relevant;
- d. Actively prepare for and participate in the CSP Live workshop such that local and international innovators, experts and solution providers will be informed and equipped to co-create initial solutions to the climate challenge;
- e. Collaborate with the City Solutions Platform team to deliver an outcome that the City can take forward towards implementing (an) impactful solution(s) where appropriate.

3. **In support of the Goals, C40 will:**

- a. Facilitate a process to develop innovative solutions to the City's climate challenge;
- b. Provide support from a dedicated multi-sector team to drive the Project development;
- c. Provide access to leading solution providers and climate solutions;
- d. Create a pre-procurement space for innovative multi-sector collaboration between experts focused on the City's climate challenge;
- e. Assist the City in implementing (a) solution(s) where possible.

4. **Joint Commitments.** The Parties agree to jointly undertake the following:

- a. Scope the City's climate challenge to provide a basis for focused and impactful climate solution co-creation from participating solution providers;
- b. Reach out to and engage relevant solution providers for the City's climate challenge;
- c. Disseminate knowledge and lessons learned from both the CSP process and the solutions co-created, and any that are implemented, across the Parties' respective networks.

5. **Term/Termination.** The term of this MOU will commence on the Effective Date and continue until 30 November 2019 provided, however, that either Party can terminate this MOU at any time upon written notice to the other Party.

6. **Press/Marketing.** Any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements.

7. **Other Efforts.** The Parties to this MOU may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU. Such additional efforts will be separately agreed upon, in writing, by the Parties.

8. **Intellectual Property.** This MOU shall not be construed to grant to either Party any license to use the logo or printed materials of the other Party, except in such form and manner as may be approved with the prior written consent of the Party to whom such logo or printed materials belong. Any and all requests for use of the logo or printed materials of a Party shall be submitted to the Party to whom such logo or materials belong and will require such Party's written approval prior to any such use.
9. **Disclaimer of Representations and Warranties; Limitation of Liability.** C40 hereby specifically disclaims any and all representations and warranties, express or implied (including without limitation any implied warranty of merchantability, fitness for a particular purpose, validity, registrability, non-infringement, and implied warranties arising from course of dealing or course of performance) with respect to any technical assistance or work product provided by C40 or third-party related to this MOU. Without limiting the generality of the foregoing, each party acknowledges that any technical assistance services or work product provided by C40 or a third-party as set forth in this MOU are provided "as is."

In no event will either party be liable under this MOU for any consequential, incidental, indirect, exemplary, special or punitive damages arising from or related to conduct or performance of work under this MOU.

10. **Release.** To the fullest extent permitted by law, the City (on its behalf and, as applicable, its directors, officers, members, shareholders, employees, subcontractors, representatives, successors, and agents) hereby irrevocably (A) releases C40 (and, as applicable, its directors, officers, members, shareholders, employees, subcontractors, representatives, successors, and agents) from any claim, related to any service or work product provided by C40 or any technical advisor, against C40; and (B) waives all rights to bring any claim of any nature at any time against C40 relating to this MOU. The City hereby waives all rights, under any law of any jurisdiction that limits any release of unknown claims[, including, but not limited to, California Civil Code Section 1542, which states: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor].

11. **Confidentiality.**

- a. During the course of this MOU, the Parties may make available to each other certain Confidential Information (as hereinafter defined) or one Party may otherwise learn of Confidential Information belonging to the other Party. For purposes of this Section, "**Confidential Information**" means any and all confidential or proprietary information regarding a Party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes

generally available to the public on a non-confidential basis, including from a third party provided that such third party is not known to be in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a Party not otherwise in violation or breach of this MOU or any other obligation of one Party to the other, or (iii) which was rightfully known to a Party prior to entering into this MOU.

- b. Except as otherwise provided herein: (i) the Parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) the Parties shall restrict access to the Confidential Information to those of their members, officers, directors, personnel, partners, agents and advisors (together, "**Representatives**") with a need to know and who (x) are under confidentiality obligations no less restrictive than those contained herein and (y) engaged in a permitted use of the Confidential Information (and each Party hereto shall be legally responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives); (iii) the Parties shall not distribute, disclose or convey Confidential Information to any third party other than its Representatives; (iv) the Parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) neither Party shall make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing notwithstanding, the Parties shall not be in violation of this subsection in the event that a Party reasonably believes is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing Party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing Party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing Party, the disclosing Party will furnish only that portion of the Confidential Information which it reasonably believes is legally required to be furnished.

For the avoidance of doubt, C40 may disclose Confidential Information to its subsidiaries and affiliates.

12. **Binding Effect.** Other than Sections 6, 8, 9, 10, and 11, this MOU is not binding on either Party and neither Party shall have any obligations to the other unless and until the Parties execute and deliver definitive, legally binding documentation setting forth the understandings of the Parties. For the avoidance of doubt, termination of this MOU shall not discharge any obligations of either Party under Sections 8 and 11 of this MOU.
13. **Choice of Law and Venue.** This MOU shall be governed by the laws of the State of New York, which shall prevail in the event of any conflict of law. The Parties agree that either may institute any action against the other in any state or federal court of competent subject-matter jurisdiction located in New York, New York, and the Parties hereby irrevocably submit to the jurisdiction of such court and waive any objection that it may have to either the jurisdiction of or venue in such court.

14. **No Assignment.** This MOU may not be transferred or assigned to any other party without the express written permission of the other Parties hereto.
15. **Counterparts.** This MOU may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but which together shall constitute one and the same instrument.

[Signatures appear below]

C40 Cities Climate Leadership Group Inc.

City of Helsinki

By: _____

By: _____

Kevin Austin

Sami Sarvilinna

Director of Corporate Services

City Manager

[Date]:

[Date]: