

COOPERATION AGREEMENT

BETWEEN

- (1) The City of Copenhagen, ("Copenhagen")
The Technical and Environmental Administration
City Hall
1599 Copenhagen V
Denmark
- (2) The City of Oslo, ("Oslo")
The Development and Competence Agency
Grensesvingen 6, 0663 Oslo
Postbox 6538 Etterstad, 0606 Oslo
Norway
- (3) The City of Stockholm, ("Stockholm")
Environment and Health Administration
Tekniska Nämndhuset, Fleminggatan 4
Post: Box: 8136, 104 20, Stockholm
Sweden

Definitions (in alphabetic order):

- 'CNCA': Carbon Neutral Cities Alliance – an international alliance of cities focusing on the reducing carbon emissions from the cities.
- 'SGPPA': Scandinavian Green Public Procurement Alliance – project name for the cross border joint procurement activities between the cities of Copenhagen, Oslo and Stockholm.
- Cross border joint procurement: a procurement that takes place within a joint group of procurement entities across borders.
- 'NRMM': Non-Road Mobile Machinery. Machines that operates within a designated area which is a main category of machines that are often used at constructions sites.
- Wheel loader: a machine that can lift and dump bulk materials from place to another, typically by the moving of dirt within a designated area.
- 'Parties' or 'Party' depending on the context.
- OEM: Original Equipment Manufacturer.

1. BACKGROUND

The Parties are brought together in a common wish to reduce emissions from Non-Road Mobile Machinery ('NRMM'), which represents a significant part of the total emissions in the cities. Through cross boarder joint procurement efforts between Copenhagen, Oslo and Stockholm, the three Scandinavian capitals can achieve both environmental and climate goals, as well as strengthening their market dialogue towards the international machine producers. This Project was initiated to examine the possibilities to achieve the goals mentioned above combined with cross boarder green public procurement, which has not been done before.

Through funding by the Carbon Neutral Cities Alliance ('CNCA') the parties have since 2016 participated in a project called Scandinavian Green Public Procurement Alliance ('SGPPA') in the NRMM-sector. Gate 21 is acting as project manager in the Project.



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The cooperation between the Parties has now reached a point where it is necessary to formalize the Parties collaboration in an agreement.

2. PURPOSE FOR THIS AGREEMENT

The Purpose of the Project and Cooperation Agreement is for the Parties to strengthen collaboration and to lift it to the next level – an actual cross border joint procurement tender on environmental friendly wheel loaders, with the latest technology to reduce CO₂ emissions and NO_x and particulate emissions. This will show the market that the Parties are ready to join forces, buy and operate green NRMM. In addition, the Project shall obtain and share tender experiences between the cities within the SGPPA project itself and seek to develop guidelines for green procurement procedures for CNCA following cities.

3. ORGANIZATION OF THE PROJECT

3.1 General

The cooperation of the Project is carried out in a Steering Committee and a Project Group.

Each Party designates one or more members to; the Steering Committee and the Project Group, respectively. Each member is required to participate actively and must have the necessary expertise to handle the appointed role. The Parties must also allocate sufficient resources for work in the Steering Committee and Project Group.

Decisions taken in any meeting of the Steering Committee and the Project Group must be in writing.

Draft of minutes of the meetings and decisions of the Steering Committee or Project Group must be in writing and circulated to the other members of the group no later than 5 working days after the meeting. Each decision and minutes of the meetings must be approved in writing by each Party within a deadline provided. If any amendments are proposed new drafts are circulated until approved in writing.

3.2 Steering Committee

The Steering Committee is responsible towards the individual cities and for the overall cooperation, i.e.:

- Handling the more principle decisions, including the long-term development of the cooperation.
- When necessary, securing the overall joint management, including the general follow-up on task management, communication and cooperation.

Each Party is responsible to ensure that the members of the Steering Committee have the necessary internal powers and authorizations to carry out the Project.

For any decisions regarding the actual tender process between the participating cities, these cities have the full right of decisions.

Each City has one vote, regardless the number of members each City has in the Steering Committee.

Members:

City	Name	Title	Phone	E-mail
Copenhagen	Jørgen Abildgaard	Executive Climate Project Director	+45 60209420	Z33R@tmf.kk.dk
Copenhagen	Peter Gundelach	Head of Unit	+45 20423851	H66M@tmf.kk.dk
Oslo	Gunnar Wedde	Head of Department	[insert]	gunnar.wedde@uke.oslo.kommune.no
Stockholm	Eva Sunnerstedt	Head of Unit	[insert]	eva.sunnerstedt@stockholm.se

3.3 The Project Group

The Project Group is responsible for the daily work of the cooperation, and the steps through the procurement procedure. The Project Group refers to and operates as a secretariat for the Steering Committee.

Each Party has one vote, regardless the number of representatives that are included in the Project Group from each city.

Decisions on matters that could create financial obligations for the Parties or decisions on major matters in general, are taken by the Steering Committee on the recommendation of the Project Group.

A member in the Project Group is entitled, at any time, to submit matters to which a decision must be taken in the Project Group, to the Steering Committee for its review and recommendation, prior to a decision in the Project Group.

With the consent of the Steering Committee, additional participants may be invited to the Project Group, subgroups, committees etc.

Members:

City	Name	Title	Phone	E-mail
Copenhagen	David Marc Gurewitsch	Development Consultant	+45 20136587	bw2a@kk.dk
Copenhagen	Sara Lerche-Bachdal	Public Tender Consultant	+45 24850480	kwoj@kk.dk
Oslo	Geir Rossebø	[insert]	+47 21802180	geir.rossebø@uke.oslo.kommune.no
Oslo	Eric Rambech	[insert]	+47 45098123	eric.rambech@kli.oslo.kommune.no
Oslo	Helle Paulsen	[insert]	+47 21802180	helle.paulsen@uke.oslo.kommune.no
Oslo	Morten Gullhagen-Revling	Legal advisor	+47 4085161616	Morten.Gullhagen-Revling@uke.oslo.kommune.no



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Stockholm	Per Erik Österlund	Project Manager	+46 7650828819	per.erik.osterlund@stockholm.se
Stockholm	Jonas Bergman	Procurement Consultant	+46 739142085	jonas.bergman@svoa.se

4. FINANCING

The project has received funding for cooperation on the CNCA Joint procurement procedure of 100.000 USD.

The funding goes to project management at Gate 21, as well as legal advice from the lawfirm Bird & Bird (Denmark), as well as preparation of market analysis. The Cities co-Finance Gate 21's project management and the project-needs for various assistance with 133,000 DKK each. Additional funding may be decided by the Steering Committee.

The Parties are otherwise financial independent.

5. FULFILLMENT OF THE PROJECT

Copenhagen and Oslo agree to carry out a cross boarder joint procurement tender process, in accordance to EU Directive 2014/24 Article 39 no. 4.

Stockholm does not intend to be a part of the actual joint procurement process. However, Stockholm will conduct a separate and parallel procurement process of wheel loaders, inspired by the joint procedure of Copenhagen and Oslo, especially regarding award criteria, general procurement conditions (procedure) and technical specifications.

Copenhagen will act as the lead partner in the joint procurement process together with Oslo, to conduct the procurement procedure in accordance with the Danish Public Procurement Act; 'Udbudsloven'.

The lawfirm Bird & Bird (Denmark) will facilitate and help Copenhagen in carrying out a successful procurement process.

Copenhagen and Oslo will establish a contract strategy for the joint procurement process (Appendix 1) and establish a revised time schedule for the procurement named: 'SGPPA - Matrix for Tid Aktivitet Ansvar' (Appendix 2).

Regarding negotiations and evaluation in the joint procurement process, Copenhagen and Oslo will cooperate closely. This cooperation is specified in the time schedule as referred to above.

Regarding mini-tenders according to the framework agreement, Copenhagen and Oslo will carry out these individually, based on their own needs and the procedures outlined in the Framework Agreement.



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6. DIALOGUE WITH MARKET ACTORS AND MARKETING OF THE PROJECT BEFORE THE EU PUBLICATION

The Parties will be undergoing dialogue with potential bidders. Specifically, at this stage this means to get in-put from the relevant potential bidders, outlined by the Project Group, and based on the technical specifications already made. Then to inform the market about the outcome from this process.

Furthermore, in accordance with the purpose to show the market that the Parties have joined forces, the Parties shall agree upon a marketing plan regarding the Project, to seek attention in the relevant market and contributing to secure competition and interest for the procurements to be announced. (Appendix 3)

7. LIABILITY

Oslo and Copenhagen are individually liable regarding the joint procurement tender process, the framework agreement and the mini tender process.

This means, if an action is brought against a Party or both Parties for an infringement, each Party shall notify it in writing immediately. If the case is brought against both Parties, the Parties shall agree upon a proceeding management and the associated costs to ensure the parties' independent responsibility. Each Party is obligated to indemnify the other Party for any claim raised by a third party, when the matter is solely or largely due to the actions of the Party or breach of its obligations. The party to which the case is attributable shall also compensate the other Party for any reasonable attorneys' expenses incurred to fulfill its interests. Stockholm has no liability related to the joint procurement process and has sole liability for their separate procurement procedure in Sweden.

8. PERSONAL DATA

To the extent this aspect is relevant, the Parties will fulfill the requirements of the General Data Protection Regulation (EU 2016/679) (the 'GDPR').

9. DURATION AND TERMINATION

The Cooperation Agreement becomes effective upon the signatures of the Parties.

The Cooperation Agreement cannot be terminated until at least 6 months after the contract notice has been sent to EU. After this point the cooperation agreement can be terminated by the Parties in writing with a notice of 1 month, by the end of the month.

10. DISPUTES

Any dispute arising from the Cooperation Agreement may be filed by the Parties to the General Court with the City of Copenhagen as the first instance. The verdict does not prevent the case from referring to the High Court of Eastern Denmark or the High Court of Western Denmark in accordance with the rules of the procedural law.

11. APPENDIX

- Appendix 1: Procurement Strategy
- Appendix 2: CNCA fællesudbud - Matrix for Tid Aktivitet Ansvar



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12. SIGNATURES

This Agreement is executed in three original copies of which each Party receives one copy.

Date:

Date:

For City of Copenhagen:

For City of Oslo:

Date:

For City of Stockholm:



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