

## Cooperation Agreement

between

Bayer Nordic SE  
Keilaranta 12  
02150 Espoo  
Business ID (Y-tunnus) 2430580-2

- hereinafter referred to as “Bayer” –

and

City of Turku  
PL 344  
20101 Turku  
Business ID (Y-tunnus) 0204819-8

- hereinafter referred to as “Turku City” –

(together hereinafter both referred to as “Co-organizing Parties”)

### Preamble

Bayer is an affiliated company of Bayer AG, an international life science company active in the field of research, development and marketing of pharmaceuticals, medicinal and agricultural products.

Turku is the regional capital of Southwest Finland and the oldest city in the country. The City of Turku Education Division is responsible for organizing and developing the City’s educational services. The Education Division offers services in both Finnish and Swedish, and its main branches are early childhood education, basic education, general upper secondary education, and vocational education.

Bayer and Turku City wish to jointly organize a science competition (the “Competition”), named *Beyond 2030 Challenge*, for students in upper secondary education in Southwest Finland. To this end, the parties agree to the terms set out in this Cooperation Agreement (the “Agreement”).

### 1. Scope of the Collaboration

Bayer and Turku City are co-organizing the Beyond 2030 Challenge, a competition that encourages upper secondary school students and vocational education and training students in Southwest Finland to immerse themselves in the world of science, technology, engineering and mathematics (STEM).

In the contest, participants will work on self-chosen research projects to find creative solutions that will make the planet a more sustainable living space. The challenge will culminate in an award ceremony, where the best participants will have the opportunity to present their projects and to win prizes for their achievements.

Bayer and Turku City are the founding partners of the contest. Additional institutions from regional academia and industry may support and co-fund the contest as collaborating partners (“Collaborating Partners”).

Further details can be found in “Appendix 1”.

## **2. Obligations of Bayer**

2.1 Bayer agrees to pay a contribution of € 15.000 in total to Turku City in order to support the competition. As a part of this total agreed compensation, Bayer will pay the invoice from service provider LM Someco and the corresponding social media campaign (up to the maximum amount of € 15.000). This amount will be deducted from the agreed contribution of € 15.000 €.

2.2 Bayer will not cover any additional expenses for the Competition.

2.3 Upon receipt of a proper invoice, the contribution will be transferred by Bayer to the following account of Turku City:

Account No.:	FI2657100420002032
Bank:	OKO Pankki, OP-Pohjola
Bank code:	OKOYFIHH
Reason for transfer:	Beyond 2030 Challenge

Invoices shall be paid 45 days net from the date of the invoice.

Invoices shall be sent to the following address: Bayer Nordic SE, Accounts Payable, PO Box 415, FI-20101 Turku, [invoice.nordic@bayer.com](mailto:invoice.nordic@bayer.com). The following reference number must exist in the reference line of the invoice: SGYNF/7N55661000/6760000

2.4 The contribution paid under this Agreement is net of value added tax (VAT). If the payment is subject to VAT by law, Bayer will pay the relevant amount subject to the receipt of an invoice which meets the requirements of the competent tax authority.

2.5 Bayer shall furthermore have the following obligations relating to the Competition:

- Support in conceptual work
- Support in project management, organizational and administrative work
- Support in external communication and promotional activities
- Support in enrolling Collaborating Partners
- Support in recruiting participants and supervisors

Further details of the collaboration and how the above listed obligations are performed will be separately agreed between the Co-organizing Parties.

## **3. Obligations of Turku City**

3.1 Turku City agrees to pay a contribution of € 10.000 in order to support the competition.

3.2 Turku City agrees to cover any additional expenses that are not covered by the contributions of Collaborating Partners.

3.3 Turku City shall furthermore have the following obligations:

- Lead the project
- Lead and coordinate external communications, promotional activities and interaction with Collaborating Partners
- Enroll collaborating academic partners (e.g. universities)
- Recruit and coordinate participants, supervisors and jury members
- Name Bayer the founding partner, using the Bayer corporate logo in all publications relating to the competition and on the website

Further details of the planned activities will be agreed separately by the Co-organizing Parties.

3.4 Turku City will further disclose and acknowledge Bayer's support of the competition, including its condition and scope, when announcing and holding the competition.

#### 4. Logos

4.1 Bayer's logo shall be visible in all materials relating to the competition, including, but not limited to, in the competitions official website. Bayer's logo shall be the same size as the logo of Turku City.

4.2 The Co-organizing parties are mutually granted the right to use the depicted logos ("Logos" under the following conditions, as appropriate in its electronic and print versions, by reproducing the Logos in any brochure, poster and presentation as well as on the website connected to the Competition in order to reference Co-organizing Parties roles of the event:



The Co-organizing parties have no right to grant sub-licenses of any description to any third parties.

4.3 The name BAYER as well as the Logo are protected for the benefit of Bayer AG by company and trademark law. The design of the Logo depicted in this agreement shall be the only one permitted. Any changes to the above design need prior approval by Bayer. Any use of Bayer's trade name or Logo which may lead to confusion as to the relationship between Bayer and Turku City and/or other sponsors which are represented in the same or similar manner to Bayer, shall be strictly prohibited.

4.4 Any further activities by Turku City mentioning Bayer as a company or any of its subsidiaries requires express consent by Bayer.

4.5 All rights granted under this agreement cease to exist on termination. Furthermore, Bayer reserves the right to withdraw any consent at any point.

## 5. Miscellaneous

- 5.1 Turku City warrants and represents that the conclusion and implementation of this Agreement as well as the receipt of the contribution pursuant to Section 2 do not interfere with any applicable law or any internal regulation of Turku City and its responsible body.
- 5.2 Turku City acknowledges and agrees that Bayer will make Turku City's name and a short description of the nature of the support by Bayer publicly available.
- 5.3 Each party warrants and represents that it has a right to enter into this Agreement, and that it is not under any other contractual obligation, express or implied, inconsistent with the terms hereof.
- 5.4 No amendment, modification or addition to this Agreement and its Attachments shall be effective or binding on either Party unless set forth in writing and signed by both Parties. The same shall apply to a waiver of this written form requirement.
- 5.5 The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. The Parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to effectuating the intent of the Parties at the time of the Agreement's execution. The same shall apply if the Agreement is partially incomplete.
- 5.6 This Agreement is subject to Finnish law regardless of its choice of law provisions. The place of exclusive jurisdiction is Helsinki, Finland.

### Bayer Nordic SE

### City of Turku

Date: DocuSigned by: \_\_\_\_\_

*Simon Cladders*



Signer Name: Simon Cladders  
Signing Reason: I am the author of this document  
Signing Time: 9/17/2020 | 4:29:23 AM PDT

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Name/Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

DocuSigned by:

*Miriam Holstein*



Name des Unterzeichners: Miriam Holstein  
Signiergrund: Ich genehmige dieses Dokument  
Signierzeit: 9/18/2020 | 1:57:43 AM PDT

4875CB8F10444C478BB712A3F86E705B

Name/Title

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