

Energy Efficiency Agreement for Industries  
**Company Accession Document**  
**Action plan for Private Service Sector - General**

**Company:** \_\_\_\_\_

Name of the Company

By signing this accession document, the Company joins the general action plan for the private service sector under the Energy Efficiency Agreement for Industries and commits to implementing the action plan annexed to this accession document.

The Company shall be deemed to have joined the Energy Efficiency Agreement for Industries once the Confederation of Finnish Industries (EK) has verified that the accession document submitted by the Company is in order and the signed accession document has been submitted to Motiva Oy for entry in the accession register.

### **Implementation of the Agreement**

To achieve the objectives of the Energy Efficiency Agreement for Industries, the Company shall

- as a rule, include, in accordance with Section 1.3 of the annexed action plan, all sites operating in Finland and their energy use;
- upon joining, set indicative energy savings targets for 2030 and 2035 in accordance with Section 2.2 of the annexed action plan, and monitor their achievement as described in the action plan;
- commit to implementing the Energy Efficiency Agreement for Industries, for its part, in accordance with Section 3 “Company Obligations” of the annexed action plan.

### **Withdrawal, Expulsion and Termination by the Company**

The Company’s participation shall remain valid until 31 December 2035, unless otherwise provided due to the Company’s withdrawal (Annex, Section 5.1), expulsion (Annex, Section 5.2), or termination (Annex, Section 5.3). In addition, the Company’s participation shall lapse if the Energy Efficiency Agreement for Industries or the annexed action plan is terminated due to material changes in the operating environment or conditions.

### **Other Terms**

The achievement of the indicative energy savings targets set for 2030 and 2035 in the general action plan for the private service sector shall be monitored by the steering group of the action plan. The steering group of the Energy Efficiency Agreement for Industries shall monitor the achievement of the overall objectives of the Agreement and prepare proposals for necessary amendments if the achievement of the targets appears unlikely.

The Energy Efficiency Agreement for Industries is legally similar to a programme of objectives. Failure to fulfil the obligations of the action plan does not give rise to legal consequences other than possible expulsion of the Company from the Agreement (Annex, Section 5.2) and those related to state aid as specified in Sections 5.1 and 5.2 of the annexed action plan.

The Parties to the Energy Efficiency Agreement for Industries and the companies that have joined this action plan shall endeavour to ensure that the objectives of the Agreement are achieved.

### **Signatures**

This document shall be signed electronically. The signatures are set out on a separate signature page.

Details of the authorised signatory/signatories of the Company are provided below:

Name	Title	Email and phonenumber

If the accession document is signed by more than two signatories on behalf of the Company, the details shall be submitted by email. More detailed instructions are provided in the Instructions annex.

**If the accession document is signed by more than two signatories on behalf of the Company, the details shall be submitted by email. More detailed instructions are provided in the Instructions annex.**

## 1 Company

Company	
Postal address	
Postal code	
City	
Website	
Business ID (FI)	
Company's main sector according to Statistics Finland's TOL 2025 classification (3-digit level):	
TOL2025	

## 2 Person responsible for the Energy Efficiency Agreement

The person responsible for the Agreement shall act as the contact person for matters related to the implementation of this action plan, as well as the responsible person for the Company's sites, unless site-specific responsible persons have been designated separately. The responsible person shall be part of the Company's organisation.

Name	
Title	
Site	
Postal address	
Postal code	
City	
Phone number	
Mobile number	
Email	

The responsible persons will be automatically added to the contact register of the Energy Efficiency Agreements. Information on the data protection practices related to personal data is available in the Privacy Notice for the user and contact register of the Energy Efficiency Agreements<sup>1</sup>.

## 3 Company's sites and chains

As a rule, the Company shall include in the Energy Efficiency Agreement for Industries all its sites operating in Finland.

If the Company has a large number of relatively small and similar sites operating as a chain, the measures and reporting under the action plan may be directed at the chain, which shall be defined at the time of accession.

Number of sites and chains under this action plan

<b>Sites reported individually</b> (not included in chains)		<b>Total number of sites</b>
<b>Chains reported as chains</b> (excluding the sites above)		<b>Total number of chains</b>

The Company's sites and chains, as well as their responsible persons, are specified in the table in Section 7 of this accession document. Annual reporting in accordance with the Agreement shall be carried out at the site and/or chain level.

<sup>1</sup> <https://energiatehokkuussopimukset.fi/yhteystiedot/#seurantajarjestelma>

#### 4 Energy use included in the Agreement

In accordance with Section 1.3 of the action plan, the Company shall, as a rule, include in the Agreement all its sites operating in Finland and their energy use. Energy use shall be reported for the most recent calendar year representing normal operations available at the time of accession.

Year of energy data \_\_\_\_\_

Electricity		MWh
Heat		MWh
District cooling		MWh
Fuels <sup>2</sup>		MWh
<b>Total energy use of the Company</b>		<b>MWh</b>

#### 5 Indicative energy savings targets for 2030 and 2035

The Company shall set an indicative annual energy savings target expressed in energy units (MWh) for the agreement period 2026–2035. The achievement of the target shall be monitored on the basis of the annual energy savings impact of implemented measures that improve energy efficiency and that have been reported to the Energy Efficiency Agreements monitoring system. The Company's total energy use is not required to be lower in the target years 2030 and 2035 than the baseline included in the Agreement.

The Company's indicative total annual energy savings target for 2035 and the interim target for 2030 under the Agreement shall be calculated from the total annual energy use at the time of accession as presented in Section 4 and shall depend on the selected target period.

- For the period 2026–2035, the total target shall be at least 10% and the interim target 6%
- For the period 2023–2035, the total target shall be at least 13.5% and the interim target 9.6%
- For the period 2021–2035, the total target shall be at least 16% and the interim target 12%

Instead of the agreement period 2026–2035, the Company may choose the period 2023–2035 or 2021–2035 if the Company has participated in the Energy Efficiency Agreement during the period 2017–2025 and wishes to utilise the energy savings from technical measures implemented during 2021–2025 and reported to the Energy Efficiency Agreements monitoring system.

**Target period for the Company's indicative annual energy savings target** (select one option):

- The energy savings targets under the Agreement are set for the **period 2026–2035**
- The energy savings targets under the Agreement are set for the **period 2023–2035**
- The energy savings targets under the Agreement are set for the **period 2021–2035**

**The Company's indicative annual energy savings targets for 2030 and 2035:**

Interim target for 2030		MWh/a		%	The targets (%) for 2030 and 2035 shall be at least in accordance with the selected period above
Total target for 2035		MWh/a		%	

<sup>2</sup> For example, oil, natural gas, wood chips (Note: heat or electricity produced by the Company itself from fuels shall not be included under 'Heat' or 'Electricity'). The conversion factors for fuels shall be based on the net calorific values published by Statistics Finland.

## 6 Annual reporting under the Energy Efficiency Agreements – energy data

We request authorisation for Motiva Oy and Statistics Finland to disclose to each other the energy data reported or supplemented by the Company. Upon receiving authorisation, Motiva Oy shall annually disclose to Statistics Finland the energy data (electricity, heat, district cooling and fuels, as well as related additional information) and water consumption data collected for the annual reporting of the Energy Efficiency Agreement for Industries 2026–2035 for statistical purposes. The authorisation enables the use of the collected energy data in Statistics Finland’s energy statistics for the service sector and in their development. If Statistics Finland updates and/or supplements the data provided by Motiva based on additional information received from the Company or otherwise, Statistics Finland may provide the updated data to Motiva, and such data may be updated in the Company’s annual report under the Energy Efficiency Agreement.

The principles governing the processing and confidentiality of data by Statistics Finland are set out in the Statistics Act: <http://www.finlex.fi/fi/laki/ajantasa/2004/20040280>

### Authorisation

We grant Motiva Oy permission to annually disclose to Statistics Finland the energy data (electricity, heat, district cooling and fuels) and water consumption data collected for the annual reporting of the Energy Efficiency Agreement, for use in the production of Statistics Finland’s statistics. At the same time, we grant Statistics Finland permission to provide to Motiva any updates made to these data for entry into the Energy Efficiency Agreements monitoring system. The authorisation shall remain valid until the end of 2036 unless it is separately terminated in writing by notifying Motiva Oy<sup>3</sup>

Yes, we grant authorisation

We do not grant Motiva Oy permission to disclose the energy and water data (electricity, heat, district cooling, fuels, water) collected for the annual reporting of the Energy Efficiency Agreement to Statistics Finland.

We do not grant authorisation

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<sup>3</sup> seuranta-apu@motiva.fi

## 7 Sites to be included in the Energy Efficiency Agreement

In the table, indicate the name of the site/chain, the number and floor area of the sites included in the chain, and the name and email address of the responsible person for the site/chain. If a site-specific responsible person is not designated, the person responsible for the Agreement indicated in Section 2 shall also act as the responsible person for that site. Responsible persons will be automatically added to the contact register of the Energy Efficiency Agreements. Information on the data protection practices related to personal data is available in the Privacy Notice for the user and contact register of the Energy Efficiency Agreements<sup>4</sup>.

	Site/Chain name	Name and email address of the responsible person for the site/chain	Number <sup>5</sup>	Floor area, m <sup>2</sup>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

If the number of sites/chains exceeds 24, the site details may be provided in a separate attachment.

<sup>4</sup> <https://energiatehokkuussopimukset.fi/yhteystiedot/#seurantajarjestelma>

<sup>5</sup> Number of sites in the chain. If the entry concerns an individually reported site, enter '1' in the column

## Energy Efficiency Agreement for Industries

### **Action plan for the Private Service Sector – General**

Under this action plan, the Confederation of Finnish Industries (hereinafter referred to as the “Confederation”) implements the Energy Efficiency Agreement for Industries, which is an agreement between the Ministry of Economic Affairs and Employment (hereinafter referred to as the “Ministry”), the Energy Authority, the Confederation and its sector federations, and the Finnish Forest Industries Federation, on improving energy efficiency for the period 2026–2035.

The joint steering group of the Ministry, the Energy Authority, the Confederation and its sector federations, and the Finnish Forest Industries Federation monitors and guides the implementation of the Energy Efficiency Agreement for Industries and, where necessary, makes proposals for its development. The background, foundation and tasks of the steering group are described in the Energy Efficiency Agreement for Industries signed by the aforementioned Parties to the Agreement.

This action plan sets out the objectives and obligations to which a company joining the Energy Efficiency Agreement for Industries (hereinafter referred to as the “Company”) commits, as well as the procedures and possible consequences related to termination, expulsion and withdrawal. In addition, this action plan describes the measures of the Ministry, the Energy Authority and the Confederation under the Agreement, as well as the link between the agreement scheme and the Energy Efficiency Act.

## **1 Agreement period and company accession**

### **1.1 Agreement period and implementation periods**

The agreement period of the Energy Efficiency Agreement for Industries 2026–2035 consists of two periods: the period 2026–2030 (5 years) and the period 2031–2035 (5 years), a total of 10 years.

### **1.2 Target group**

The general action plan for the private service sector under the Energy Efficiency Agreement for Industries primarily covers companies in the service sector whose industry does not have a sector-specific action plan.

### **1.3 Company accession**

A Company’s accession to the general action plan for the private service sector refers to its joining the action plan by signing a separate accession document.

In this action plan, “Company” refers to a corporation or other entity that signs an accession document to join one or more action plans under the Agreement. The Company covers all entities included in the Agreement under the same accession document (e.g. the entire group).

To join the general action plan, the Company submits a duly completed accession document to the Confederation. The Company shall be deemed to have joined the Energy Efficiency Agreement for Industries once the Confederation has verified that the accession document is in order, the Confederation and the Company have signed it, and it has been submitted to Motiva Oy for entry in the accession register.

As a rule, the Company includes in the Agreement all its sites operating in Finland and their energy use<sup>1</sup>.

Procedures and possible consequences related to resignation and expulsion are described in Section 5.

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<sup>1</sup> Electricity, heat and fuel

## 2 Objectives of the action plan

### 2.1 Objective for medium-sized industry and the private service sector level objective

The objective is to include at least half of the total energy use of medium-sized industry and the private service sector within the scope of the action plans.

### 2.2 Company target

#### Setting the target

A Company joining the Energy Efficiency Agreement for Industries shall, as a rule, upon joining the Agreement (2026–2035), set an indicative energy savings target of at least 10% for the period 2026–2035 and an interim target of 6% for the year 2030. Upon joining the action plan, the Company shall present its indicative energy savings target in the accession document as an energy amount (MWh) for the years 2030 and 2035. These targets shall be calculated based on the Company's energy use included in the action plan for the most recent calendar year representing normal operations available at the time of accession.

A Company that has participated in the agreement scheme during the preceding agreement period and wishes to utilise the energy savings from technical measures implemented during 2023–2025 and reported to the Energy Efficiency Agreements monitoring system shall set an indicative energy savings target of at least 13.5% for the period 2023–2035 and an interim target of 9.6% for the year 2030. Correspondingly, a Company that wishes to utilise the energy savings from technical measures implemented during 2021–2025 and reported to the Energy Efficiency Agreements monitoring system shall set an indicative energy savings target of at least 16% for the period 2021–2035 and an interim target of 12% for the year 2030.

As a rule, the Company includes all its energy use<sup>2</sup> in the Agreement in accordance with Section 1.3.

If, due to significant structural or ownership changes occurring during the validity of the Agreement, the relative (%) energy efficiency improvement target set by the Company changes substantially from the original, the Company shall revise the energy savings target (MWh) for the years 2030 and 2035 to correspond to the new situation by notifying the change and the grounds for it in connection with the annual reporting to the Energy Efficiency Agreements monitoring system.

#### Monitoring of the Company's energy savings target

or monitoring the achievement of the indicative energy savings target, measures implemented during the period selected by the Company for setting the savings target as described above (2026–2035 or 2023–2035 or 2021–2035) and reported to the Energy Efficiency Agreements monitoring system shall be accepted, provided that their energy savings impact remains valid in the year of assessment and that they relate to the energy use included in the Company's target calculation.

In this action plan, "energy savings" means a reduction in the energy consumption subject to the measure from the current level achieved through active measures, compared to the level that would occur without such active measures. Similarly, energy savings may also include reductions in future energy consumption achieved through active measures. Saved energy (MWh/a) shall be determined either by measurement or by calculation, by assessing the energy consumption subject to the energy efficiency measure before and after the implementation of the measure, while normalising for external conditions affecting energy consumption.

The Company's energy use included in the Agreement is not required to be lower in the target years 2030 and 2035 than the baseline included in the Agreement.

## 3 Company obligations

The objective of implementing this action plan under the Energy Efficiency Agreement for Industries is to integrate the continuous improvement of energy efficiency into the management systems used or to be

adopted by the Company. Continuous improvement of energy efficiency requires commitment from management, the setting of long-term goals and targets, and their systematic implementation and monitoring.

A Company that is subject to an obligation to implement a certified energy management system (see Section 6.1) and wishes to utilise the Energy Efficiency Agreement to be exempted from this requirement shall commit to implementing the action plan in accordance with Section 3.1.

A Company that is subject to an obligation to carry out an energy audit (see Section 6.1) and wishes to utilise the Energy Efficiency Agreement to be exempted from this requirement shall commit to implementing the action plan in accordance with Section 3.1.

A Company that is not subject to an obligation to implement a certified energy management system or to carry out an energy audit (see Section 6.1), and a Company that does not wish to utilise the Energy Efficiency Agreement to be exempted from either of these requirements, shall commit to implementing the action plan either in accordance with Section 3.1 or, alternatively, in accordance with Section 3.2.

### 3.1 Implementation of contractual obligations through an energy management system

If a Company that has joined the Energy Efficiency Agreement for Industries is subject to an obligation to implement a certified energy management system (see Section 6.1), the Company may utilise the Energy Efficiency Agreement to be exempted from this requirement. If the Company wishes to utilise the Agreement, it shall have in place a certified environmental management system in accordance with ISO 14001 and an energy management system ETJ+, which does not need to be certified.

If a Company that has joined the Energy Efficiency Agreement for Industries is subject to an obligation to carry out an energy audit (see Section 6.1), the Company may utilise the Energy Efficiency Agreement to be exempted from this requirement. If the Company wishes to utilise the Agreement, it shall have in place an energy management system, such as ETJ+ or ISO 50001, which does not need to be certified.

The Company commits to continuous improvement of energy efficiency by implementing an energy efficiency system ETJ+ or ISO 50001 within 12 months of joining the Energy Efficiency Agreement. The ETJ+ energy efficiency system may, if desired, be integrated into the Company's environmental management system in accordance with ISO 14001.

In its accession document, the Company shall appoint a Company-specific person responsible for the Agreement and, if it so wishes, site-/chain-specific<sup>2</sup> responsible persons. The Company-specific responsible person shall act as the contact person for matters related to the implementation of this action plan and as the responsible person for sites/chains, unless such persons have been designated separately.

The Company commits to reporting annually, by the end of February, on the previous year's energy use<sup>2, 3</sup> and related energy efficiency improvement measures, as well as on the implementation of other measures under the action plan, on a site- and/or chain-specific basis to the Energy Efficiency Agreements monitoring system.

In addition, the Company shall endeavour, where technically, economically, and in terms of health, safety and environmental considerations feasible, to apply the energy efficiency first principle, to adopt new energy-efficient technologies, to increase demand response, and to integrate energy efficiency guidelines into its procurement procedures so that, in procurement, design and investment activities, not only procurement costs but also operating costs and lifetime are taken into account. The Company shall also endeavour to improve the energy efficiency of transport and storage related to its operations by enhancing logistics and energy use in cooperation with service providers, and to reduce the use of fossil fuels.

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<sup>2</sup> If the Company has a large number of relatively small and similar sites operating as a chain, the measures under the action plan may, where applicable, be directed at the chain, which shall be defined at the time of accession.

<sup>3</sup> If, upon joining, the Company grants authorisation to the administrator of the Energy Efficiency Agreements monitoring system (Motiva Oy), the reported energy consumption data may be transferred from the monitoring system as confidential information to Statistics Finland for energy statistics purposes.

### 3.2 Implementation of contractual obligations without an energy management system

If a Company that has joined the Energy Efficiency Agreement for Industries is not subject to an obligation to implement a certified energy management system or to carry out an energy audit (see Section 6.1), or if a Company subject to these obligations does not wish to utilise the Energy Efficiency Agreement to be exempted from such requirements, it may alternatively, instead of the procedure described in the previous section (3.1), commit to implementing this action plan through the measures described in this section.

#### **Organisation and planning of activities**

Upon joining the Agreement, the Company shall appoint in its accession document a Company-specific person responsible for the Agreement and, if it so wishes, site-/chain-specific responsible persons. The Company-specific responsible person shall act as the contact person for matters related to the implementation of this action plan and as the responsible person for sites/chains, unless such persons have been designated separately.

A Company that has not participated in the Energy Efficiency Agreement scheme during the agreement period 2017–2025 shall prepare a site-/chain-specific energy efficiency improvement plan within one year of joining this action plan. The plan shall be reviewed and, where necessary, updated annually. A Company that has participated in the Energy Efficiency Agreement scheme during the period 2017–2025 and has prepared a corresponding improvement plan shall review and update it where necessary.

The improvement plan shall include scheduled and assigned measures for achieving the Company's targets defined in Section 2.2 and for fulfilling the other obligations of the Company set out in this action plan.

In the improvement plan, the Company shall:

- define the responsibilities for energy efficiency activities and for the practical implementation of the Energy Efficiency Agreement;
- identify its energy use by determining, on a site-/chain-specific basis, its energy consumption by energy type (electricity, heat, fuels) as well as its water use;
- assess, in accordance with the schedule set in the plan, the opportunities to improve energy efficiency, for example through energy audits or other corresponding analyses;
- prepare a schedule for the implementation of cost-effective energy efficiency measures.

#### **Training and internal communication**

The Company shall provide training to its personnel so that they have, in relation to their duties and activities, the necessary knowledge and capabilities for the efficient use of energy.

The Company shall keep its personnel informed of the targets and measures set for the continuous improvement of energy efficiency, as well as of the results achieved.

#### **Other measures**

In addition, the Company shall endeavour, where technically, economically, and in terms of health, safety and environmental considerations feasible:

- to apply the energy efficiency first principle
- to integrate energy efficiency guidelines for procurement into the Company's procurement procedures so that, in procurement, design and investment activities, not only procurement costs but also operating costs and lifetime are taken into account
- to adopt new energy-efficient technologies
- to improve the energy efficiency of transport and storage related to its operations by enhancing logistics and energy use in cooperation with service providers
- to increase demand response and
- to reduce the use of fossil fuels.

**Annual reporting**

The Company shall report annually<sup>4</sup> by the end of February, on the previous year's energy use<sup>2, 5</sup> and the related energy efficiency improvement measures, as well as on the implementation of other measures under the action plan, on a site-specific basis to the Energy Efficiency Agreement monitoring system..

The reported data shall include the Company's energy use data for the previous year, as well as the measures related to improving energy efficiency identified in energy audits or otherwise within the Company, and their energy savings impacts, investment costs and year of implementation. In addition, the Company shall report to the monitoring system on the progress of other measures related to the implementation of this action plan to the extent required by the monitoring system.

**4 Obligations of the Parties to the Energy Efficiency Agreement for Industries****4.1 Confederation**

To achieve the objectives, the Confederation shall

- establish a steering group or appoint another body in which the implementation of the action plan is monitored and addressed at least once a year. Representatives of key stakeholders and companies relevant to this action plan shall be invited to the steering group
- encourage and provide guidance to companies to join the Energy Efficiency Agreement for Industries and participate in the introduction of the Agreement and in supporting its implementation
- verify the adequacy of the accession document submitted by the Company, request additional information if necessary, send a request for signature to the Company, and include the Company in the Energy Efficiency Agreement for Industries once the Confederation and the Company have signed the approved accession document, and submit the signed accession document to Motiva Oy for entry in the accession register
- monitor, together with Motiva Oy, the achievement of the energy savings targets of companies that have joined the action plan administered by the Confederation
- provide guidance to companies that have joined the action plan and participate in carrying out the annual monitoring and reporting tasks related to the implementation of the action plan for which the sector federation is responsible
- participate, together with the other Parties to the Agreement, in promoting energy auditing activities and in communicating the results and the benefits of energy management systems by, inter alia, presenting concrete good examples, particularly in the SME sector
- participate in the development of the Energy Efficiency Agreement scheme for industries together with the Ministry, the Confederation, companies in its sector that have joined this Agreement, the Energy Authority, and other parties involved in the implementation of the Agreement scheme
- expel the Company if the steering group has so decided.

**4.2 Ministry**

To achieve the objectives, taking into account the annual budget allocations, the Ministry shall

- support, in accordance with the conditions applicable to the granting of energy aid, energy audits and similar studies concerning companies' energy savings. In determining the amount of aid, the Company's commitment to long-term energy savings and to improving energy efficiency shall be considered a positive factor;
- support investments related to energy savings identified in the Company's energy audits or similar studies that meet the general conditions for energy aid. Priority shall be given to projects promoting the adoption of new technologies and operating practices. In determining the amount of aid, the

Company's commitment to long-term energy savings and to improving energy efficiency shall be considered a positive factor;

- participate in the development of the Energy Efficiency Agreement scheme for industries together with the Energy Authority, the Confederation, the Finnish Forest Industries Federation, the Confederation's sector federations and other parties involved in the implementation of the Agreement scheme, to the extent that tasks have not been assigned by the Ministry to the Energy Authority..

#### 4.3 Energy Authority

To achieve the objectives, taking into account the annual budget allocations, the Energy Authority, under the guidance of the Ministry, shall

- participate in the implementation of the Energy Efficiency Agreement scheme with sufficient resources;
- participate in the development of the Energy Efficiency Agreement scheme for industries together with the Ministry, the Confederation, the Finnish Forest Industries Federation, the Confederation's sector federations and other parties involved in the implementation of the Agreement scheme, to the extent that tasks have been assigned by the Ministry to the Energy Authority;
- monitor the achievement of the objectives of the Energy Efficiency Agreement for Industries;
- participate, together with the other Parties to the Agreement, in the implementation of development and pilot projects related to the implementation of the Agreement;
- be responsible for monitoring the fulfilment of companies' contractual obligations, send a notice to the Company in the event of non-compliance with these obligations, and, where necessary, submit a proposal to the steering group regarding further measures resulting from the Company's non-compliance with its contractual obligations;
- allocate resources to Motiva Oy to enable it to maintain the accession register, maintain and develop the Agreement monitoring system, produce data required to monitor the achievement of the Agreement's objectives and impacts, monitor the implementation of the action plans, support communication activities and maintain the website, participate in the development of the Energy Efficiency Agreement scheme for industries, contribute to the compilation of annual summary data for the action plans, and support companies in implementing the Agreement, for example by producing information and training materials on good practices and participating in development and pilot projects;
- participate in the financing and organisation of potential energy efficiency advisory services.

## 5 Termination of the Agreement, expulsion from the Agreement, possible consequences, and withdrawal from the Agreement

### 5.1 Withdrawal by a Company and Possible Consequences

A Company may withdraw from the Energy Efficiency Agreement for Industries by notifying the Energy Authority and the Confederation administering the action plan. In its notice of withdrawal, the Company undertakes to declare any energy aid it has received under the Energy Efficiency Agreement during the agreement period. Any energy aid received by the Company under this Agreement may be reclaimed in accordance with the terms and conditions set out in the relevant aid decision. The authority that granted the aid decides on recovery on a case-by-case basis.

### 5.2 Expulsion of the Company from the Agreement and its possible consequences

A Company may be expelled from the Energy Efficiency Agreement for Industries if it fails to fulfil the obligations to which it committed upon joining the Agreement. Grounds for expulsion may include repeated failures in

implementing the Company's obligations under the Agreement or in reporting them to the Energy Efficiency Agreements monitoring system.

Upon identifying a breach of contractual obligations, the Energy Authority shall send a notice to the Company. If the Company does not rectify its actions in an acceptable manner within the specified time, the Energy Authority shall submit a proposal to the steering group regarding further measures. The decision to expel a Company from the Energy Efficiency Agreement for Industries shall always be made by the steering group.

Any energy aid received by a Company expelled from the Agreement under this Agreement may be reclaimed in accordance with the conditions for recovery set out in the relevant aid decision. The authority that granted the aid shall decide on recovery on a case-by-case basis.

### **5.3 Withdrawal of the Company from the Energy Efficiency Agreement for Industries on 31.12.2030**

If a Company submits a duly completed accession document to the Energy Efficiency Agreement for Industries by 31 December 2028, it may withdraw from the Agreement at the end of the first agreement period on 31 December 2030 without the consequences related to energy aid described in Sections 5.1 and 5.2. The Company shall notify the Energy Authority and the Confederation of its withdrawal from the Agreement by the end of 2030.

The withdrawal referred to in this section shall not apply to Companies that submit their accession document after 31.12.2028.

## **6 Link to the Energy Efficiency Act and data disclosure**

### **6.1 Link to the Energy Efficiency Act**

The Energy Efficiency Directive (EU) 2023/1791 obliges companies whose average annual energy consumption over the previous three years, taking all energy carriers into account, exceeds 85 TJ (23.61 GWh), to implement an energy management system. In addition, the Directive obliges companies that do not use an energy management system and whose average annual energy consumption over the previous three years exceeds 10 TJ (2.78 GWh) to carry out an energy audit. The Directive sets out alternative ways for companies to fulfil the obligations related to energy management systems and audits.

The obligations related to energy management systems and audits shall be implemented through national legislation as required by Directive (EU) 2023/1791. The Energy Efficiency Act defines the options available for companies that have joined the Energy Efficiency Agreement to comply with the obligations set out in the Directive.

Where a statutory obligation applies to a specific company and the company has the possibility under law to fulfil this obligation in full or in part by participating in the Energy Efficiency Agreement, the following are considered as companies that have joined the Agreement: 1) a company (corporation or other entity) that has signed an accession document and joined one or more action plans under the Agreement (for example, a parent company or a company that does not belong to a group), and 2) a company (corporation or other entity) whose energy use has been included in an action plan under the Agreement through an accession document signed by another company (for example, a subsidiary that has been included in the Agreement through an accession document signed by the parent company).

### **6.2 Data disclosure**

Motiva Oy maintains the accession register for the agreement scheme and acts as the data controller in accordance with the General Data Protection Regulation (EU) 2016/679. The accession register contains the contact details of company-specific responsible persons and other individuals related to the agreements. The Parties to the Agreement shall take into account the requirements of the General Data Protection Regulation in the disclosure of personal data between the data controller and the Parties to the Agreement and in other processing of personal data. For the sake of clarity, it is stated that the disclosure of personal data contained

in the register to the Parties to the Agreement does not require a separate agreement under the General Data Protection Regulation, provided that the disclosure is not carried out on behalf of the controller.<sup>4</sup>

The Energy Efficiency Agreements monitoring system contains data on measures and other information reported by companies. The data reported by the Company to the monitoring system are confidential. The administrator of the monitoring system (Motiva Oy) shall not disclose any data without the Company's consent. However, summaries based on the reported data shall be published in such a way that information on individual companies cannot be inferred. Upon joining the Energy Efficiency Agreement, the Company may, if it so wishes, grant authorisation for the disclosure of data for the purposes specified in the accession document.

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<sup>4</sup> The data controller shall comply with its obligations under the General Data Protection Regulation and shall provide data subjects with the information required by the Regulation, including, inter alia, whether the collected data will be disclosed to third parties (EU) 2016/679, Articles 13 and 14).