



## FOOD DATA FINLAND GROWTH ENGINE PROGRAM

### Rules for the member network from 2 June 2023 (replaces previous versions)

#### 1. Purpose of the member network

The basic idea of the Food Data Finland Growth Engine program is to enable an open and equal meeting of all parties committed to the development of the food chain and bring together parties interested in different development themes to implement joint development projects to strengthen the transparency, functionality and efficiency of the food chain. In order to ensure the meetings and promote joint development, the Food Data Finland Growth Engine program organizes a member network for the use and utilization for different parties. The network can be joined and is open to everyone for participation under the conditions described in this document.

#### 2. Accessibility principle of the member network

Joining the member network is possible for all Finnish and international organizations that undertake to comply with the rules of the member network and pay the applicable membership fee. The coordinator of the growth engine program has the right to use the organization included in the member network (name and logo of the organization) as a reference in the communication about the program.

#### 3. Operation of the member network and member's rights

Members:

- participate in the dialogue with the management team about the operating principles, vision, and goals of the Growth Engine program,
- can propose themes for the agenda of the member network and for management group consideration,
- can influence the policies of the Growth Engine program's research and innovation cluster activities and participate in the planning of joint project entities,
- get access to the cooperation facilitation service offered by the Growth Engine program,
- get to utilize all the new information generated through the cooperation of the Growth Engine program in the development of the food chain's data value chain,
- can use the information produced in cooperation with the Growth Engine program in the development of their own business (however, while respecting the trade secrets of others),
- get to take advantage of the Growth Engine program networks in Finland and Europe,
- get up-to-date information on the international development of food chains,
- can participate in sub/theme group activities established by the network if they wish,
- can use the expertise of the Growth Engine program in the preparation of joint projects.

The member network meets two or three times a year for events that promote network cooperation in the food chain.



The events are themed around themes that promote food chain cooperation and joint development projects. The member network can propose additional meetings to be implemented either for the entire network or for sub-/theme groups established by the network.

#### **4. Membership conditions and member's obligations**

All members must commit to the following cooperation principles:

- promoting the jointly agreed goals of the Growth Engine program,
- joint development of the food chain,
- open and solution-oriented cooperation and exchange of information,
- providing human resources to support joint development,
- identification and planning of thematic joint development entities,
- open sharing of information related to the development of a shared food chain,
- utilizing open, compatible, global standards,
- mutual protection of trade secrets of participating parties.

#### **Commitment to compliance with competition law regulations and their application practices.**

Those who participate in the member network's management, meeting and working groups or other similar bodies should always remember that the purpose of the group is to improve the ability of all industry members to compete more effectively and offer better added value to the consumer or end user. Since the operation of the member network almost always involves the cooperation of competitors, it is necessary to ensure that the competition laws are followed. This means:

- Participation must be voluntary and non-participation must not be used to penalize any company.
- It is not allowed to discuss prices, customer or product sharing, boycotts, refusal to trade or market share.
- If any participant believes that the group is drifting into an unauthorized discussion, the subject must be postponed until an attorney's opinion can be obtained.
- Meetings follow a pre-prepared agenda, which is recorded in a memorandum or minutes prepared immediately after the meeting.
- The management or working groups of the network only give recommendations and are not binding on an individual company. Individual companies are free to make their own independent, competitive decisions.
- Any standards developed must be voluntary.



### **Member network copyrights related to cooperation**

The copyright and other intellectual property rights of the documents and other written results created as a result of member network cooperation belong to the coordinator of the growth engine project, unless otherwise agreed. However, a member of the member network has unlimited access to the information that he has acquired during the network cooperation, and which he has learned as a result of the member network cooperation.

However, the member does not acquire any rights to the information and intellectual property rights that he has received from the coordinator of the growth engine project or from other members of the member network during the project, unless otherwise agreed.

Any copyright and intellectual property rights that precede the Food Data Finland Growth Engine program's member network cooperation or arise in other projects and are held by them are not transferred to the member as a result of the member network cooperation.

### **Participation in project development**

Joining the member network does not oblige you to participate in or finance the joint development projects of the Food Data Finland Growth Engine program. The member also has the right to choose which development project to participate in. The parties to each development project decide themselves about the conditions and details related to the implementation of their project.

## **5. Joining and membership fee**

The members of the member network must pay an annual membership fee, the amount of which is graduated according to the nature of the organization's operations and turnover as follows:

- large companies, turnover over 10 million €: 5 000 €/year
- SMEs, turnover 1–10 million €: 2 000 €/year
- small businesses, turnover less than 1 million €: 1 000 €/year
- universities and research institutes: 2 000 €/year
- non-profit and public organizations: 1 000 €/year

The member joins the network until further notice and the membership is automatically renewed one year at a time, unless the member withdraws from the membership by separately notifying the coordinator of the growth engine project two months before the end of the project year of the Growth Engine program. Membership fees are paid every project year starting from the start of the Growth Engine program. For the founding year 2022–2023, the corresponding 50% is paid. Each program year starts on 1 June and ends the following year on 31 May.

The member network decides separately on the establishment of possible subgroups or theme groups and their rules are in accordance with the spirit of the general principles and terms of these rules.

Each member is responsible for his own expenses arising from participating in member network activities.



## **6. Termination of membership**

A member can leave the network:

- when the membership fee period changes: by notifying GS1 two months before the end of the period,
- in the middle of the membership fee period: by notifying GS1, no refund.

## **7. Dispute Resolution and Applicable Law**

- Disagreements between the coordinator and/or members are resolved through negotiations between the parties.
- If the negotiations do not reach a solution that satisfies the parties, the disagreements will be resolved in accordance with the arbitration procedure rules of the The Arbitration Institute of the Finland Chamber of Commerce. The arbitration court has one member. The place of arbitration is Helsinki.
- Finnish law applies to this regulation.