

ADHERENCE AGREEMENT

BY AND AMONG

**MINISTRY OF FINANCE ON BEHALF OF THE
REPUBLIC OF FINLAND**

AND

**MINISTRY OF ECONOMIC AFFAIRS AND
COMMUNICATION ON BEHALF OF THE REPUBLIC OF
ESTONIA**

AND

**MINISTRY OF FINANCE AND ECONOMIC AFFAIRS ON
BEHALF OF THE REPUBLIC OF ICELAND**

RELATING TO AND AMENDING THE

**FORMATION AND COOPERATION AGREEMENT
ESTABLISHING THE NORDIC INSTITUTE FOR
INTEROPERABILITY SOLUTIONS**

#12990956v7

*12.01.2022 nr
24.1-5/2020/257*

ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT (the "**Agreement**") is entered into on 27 May 2021, by and among

- (1) Ministry of Finance on behalf of the Republic of Finland ("**Finland**"); and
- (2) Ministry of Economic Affairs and Communications on behalf of the Republic of Estonia ("**Estonia**"); and
- (3) Ministry of Finance and Economic Affairs on behalf of the Republic of Iceland ("**Iceland**")

hereinafter jointly the "**Parties**" and each individually a "**Party**".

1 INTRODUCTION

- (a) Finland and Estonia have on 7 March 2017 concluded a Formation and Cooperation Agreement for the non-profit association Nordic Institute for Interoperability Solutions (the "**Formation Agreement**") relating to cooperation on developing and maintaining a software enabling secure connectivity, searches and data transfers between various governmental and private databases and establishing a separate Estonian association, MTÜ Nordic Institute for Interoperability Solutions (Estonian commercial registry code: **80419486**) to manage such cooperation ("**NIIS**", referred to as the Institute in the Formation Agreement).
- (b) Iceland has acted as a NIIS partner from 12 September 2018 onwards and is knowledgeable of the NIIS operations, governance, organization and rules, and the underlying member cooperation.
- (c) Iceland is desirous of initiating a more extensive cooperation with the other Parties and NIIS by becoming a member of NIIS and a contracting party to the Formation Agreement.
- (d) Finland and Estonia desire to accept Iceland as a member to NIIS and a party to the Formation Agreement.
- (e) The Parties hereby agree on the terms under which the objectives indicated above shall be achieved and completed.

NOW, THEREFORE, the Parties hereby agree:

2 ADHERENCE AND MEMBERSHIP

- (a) The contemplated Iceland's adherence to the Formation Agreement and membership in NIIS shall be made in accordance with the following steps with each step necessary for the completion of the purpose of this Agreement:
 - (i) This Agreement shall be duly executed by the authorized representatives of each Party;
 - (ii) Iceland shall submit its written application to NIIS to become its member;

- (iii) NIIS shall as soon as practicable convene a general meeting and decide in such a meeting to accept Iceland as a member. As of the date of preparation of this Agreement, such a general meeting is expected to take place on 28 May 2021.
 - (iv) Finland and Estonia shall cause NIIS to promptly communicate the acceptance of Iceland's membership application in writing to Iceland.
 - (v) As soon as the actions outlined in items (i) and (ii) above have been taken and the NIIS general meeting has made a favourable result as outlined in item (iii) above, Iceland shall be formally a member of NIIS with all rights and obligations, it however be understood that Iceland shall have no obligation to pay NIIS membership fee except for those calendar months of 2021 it is formally a full member.
 - (vi) This Agreement enters into force without further action and immediately when signed and the decision to accept Iceland's membership outlined in item (iii) above in NIIS has been made.
- (b) Upon this Agreement entering into force, Iceland shall become a Party (as defined in the Formation Agreement) to the Formation Agreement in addition to the existing Parties. Iceland shall assume all obligations of a Party under the Formation Agreement and shall be granted all rights of a Party under the Formation Agreement.
 - (c) Iceland acknowledges having read, fully understood, and accepted without any exceptions the terms and conditions of the Formation Agreement in addition to the terms and conditions of this Agreement and confirms that it has been granted appropriate access to any prior NIIS materials, decisions, articles of association and any other necessary information it may have required.
 - (d) The Parties shall use all reasonable efforts necessary to fulfil the intent and purpose of this Agreement in good faith even where no express contractual obligation to taking a certain necessary measure exists.

3 CHANGES TO THE FORMATION AGREEMENT

- (a) For clarity, any sections or wordings in the Formation Agreement expressly or implicitly referring to "both Parties" or Finland and Estonia together shall be understood to refer to "all Parties" and always inclusive of Iceland.
- (b) For clarity, NIIS and Estonia have subsequently to the Formation Agreement concluded a separate agreement on the name and mark "X-Road" which agreement has been made available to Iceland.
- (c) Section 10(b) of the Formation Agreement is hereby amended to read as follows:
 - "(b) This Agreement shall automatically terminate, in respect of the relevant Party only, when such Party is no longer a member of the Institute."
- (e) No other changes, express or implicit, are made or intended to be made to the Formation Agreement which remains otherwise in force in accordance with its terms.

4 REPRESENTATIONS AND WARRANTIES

- (a) In addition to the representations and warranties given in the Formation Agreement, Iceland hereby represents and warrants to the other Parties that it has obtained sufficient budgetary funding to fulfil its membership obligations in NIIS.

5 MISCELLANEOUS

5.1 Notices

- (a) All notices, demands, claims or other communication under this Agreement shall be sent as set forth in the Formation Agreement.
- (b) The contact information for Iceland is as follows:

Andri Heiðar Kristinsson / CEO Digital Iceland
Digital Iceland - Project Management Office
Ministry of Finance and Economic Affairs
Arnarhvoli við Lindargötu, 101 Reykjavík, Iceland
Tel: (+354) 545 9200

5.2 Governing Law and Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Finland.
- (b) In the event of a dispute concerning this Agreement or its interpretation, the Parties shall use all reasonable endeavours to settle such dispute by means of negotiations in good faith.
- (c) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki. The language of the arbitration shall be English.

6 COUNTERPARTS OF THE AGREEMENT

This Agreement has been executed in three (3) identical counterparts, one for each Party.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

MINISTRY OF FINANCE ACTING ON BEHALF OF THE REPUBLIC OF FINLAND

By: 
Name: Sirpa Paatero
Title: Minister of Local Government

MINISTRY OF ECONOMIC AFFAIRS AND COMMUNICATIONS ACTING ON BEHALF OF THE REPUBLIC OF ESTONIA

By: 
Name: Andres Sutt
Title: Minister of Entrepreneurship and Information Technology

MINISTRY OF FINANCE AND ECONOMIC AFFAIRS ON BEHALF OF THE REPUBLIC OF ICELAND

By: 
Name: Bjarni Benediktsson
Title: Minister of Finance and Economic Affairs