



Property and Building Sector Energy Efficiency Agreement  
**Participant Accession Document  
Commercial Property Action Plan**

**Participant:** \_\_\_\_\_

Name of the Participant

joins the Commercial Property Action Plan of the Property and Building Sector Energy Efficiency Agreement with this document and its appendices (Accession Details, Action Plan), and commits itself to implementing the Action Plan attached to this document.

The Participant joins the Property and Building Sector Energy Efficiency Agreement once RAKLI has established that the accession document signed by the Participant and the accession details attached to the document are in due form and the association has submitted a copy of the documents to Motiva Ltd to be entered into the participant register.

**Implementation of the agreement**

In order to achieve the targets of the Property and Building Sector Energy Efficiency Agreement, the Participant

- in general, includes all of its energy use in the Action Plan, as defined in section 1.3 of the attached Action Plan
- on joining the agreement scheme, sets an indicative energy savings target for 2020 and 2025, as defined in section 2.2.1 of the Action Plan; the implementation of the target will be monitored as described in the Action Plan
- commits itself to contributing to the implementation of the Property and Building Sector Energy Efficiency Agreement, as described in section 3.5, "Obligations and actions of the Participant" of the attached Action Plan.

**Termination by the Participant's withdrawal, dismissal of the Participant and the Participant's withdrawal**

The agreement that joins the Participant in the scheme is valid until 31 December 2025, unless the reasons due to a termination by the Participant's withdrawal (section 5.1), dismissal of the Participant (section 5.2), or the Participant's withdrawal (section 5.3) cause otherwise. In addition, the agreement that joins the Participant in the scheme becomes void if the Property and Building Sector Energy Efficiency Agreement or the Action Plan attached to the agreement is terminated due to fundamental changes in the operating environment or conditions.

**Other terms**

The achievement of the indicative energy savings targets set in the Commercial Property Action Plan for 2020 and 2025 are monitored in the Action Plan steering group. If necessary, the steering group prepares the proposals for necessary changes, if it seems unlikely that the set targets can be achieved.

The judicial nature of the Property and Building Sector Energy Efficiency Agreement is comparable to a target plan, and in addition to the fact that the Participant will potentially be dismissed from the Property and Building Sector Energy Efficiency Agreement, the failure to meet the obligations of the Action Plan will not result in any legal consequences, other than that which is referred to in sections 5.1 and 5.2 of the Action Plan on state subsidies.

The parties to the Property and Building Sector Energy Efficiency Agreement and the participants which have joined in this Action Plan shall aim to act in such a manner that the targets, in accordance with the agreement, will be fulfilled.

**Signature**

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Signature of the Participant

\_\_\_\_\_  
Name in block capitals

**Two copies of the filled and signed accession document<sup>1</sup> and the accession details are to be submitted to the following address:**

RAKLI/Energiätehoikkussopimus, Annankatu 24, FI-00100 HELSINKI, FINLAND

To be filled in by RAKLI:

Accession approved (date)	Accession number
Signature of the acceptor	Name in block capitals

<sup>1</sup> The second copy of the accession document will be returned to the Participant after approval.





## 1 Participant

Organisation	
Postal address	
Postal code	
Town	
Website	
Business ID	

## 2 Person in charge of the Energy Efficiency Agreement<sup>1</sup>

Name	
Job title	
Site <sup>2</sup>	
Postal address <sup>2</sup>	
Postal code <sup>2</sup>	
Town <sup>2</sup>	
Telephone	
Mobile	
E-mail	

## 3 Property stock included in the agreement

In general, the Participant includes all energy use<sup>3</sup> under its control in the Property and Building Sector Energy Efficiency Agreement. In addition to joining this Commercial Property Action Plan, the Participant joins the Rental Housing Property Action Plan of the Property and Building Sector Energy Efficiency Agreement, if necessary.<sup>4</sup>

The property stock presented in section 4 of the Accession details represents the entire commercial property stock that is under the control of the organisation and within the scope of this Action Plan<sup>5</sup>:

- Yes**  starting point
- No**  exclusion and justifiable grounds for it<sup>5</sup> must be presented in a separate attachment to the accession document<sup>6</sup>

<sup>1</sup> The person in charge of the agreement acts as a contact person in matters related to the implementation of this Action Plan, and also as the person in charge of all sites/groups of sites, unless such persons are not specified separately.

<sup>2</sup> Please leave this field empty, if the site details of the Participant's Person in charge of the Energy Efficiency Agreement are the same as the corresponding details of the organisation above.

<sup>3</sup> Electricity, heat and fuels

<sup>4</sup> If necessary, the Participant can also join the branch-specific Action Plans of the Energy Efficiency Agreement for Industries, if the energy use to be possibly included in them does not overlap with the energy use included in the Property and Building Sector Energy Efficiency Agreement.

<sup>5</sup> In general, the Participant includes the entire commercial property stock under its control in the Property and Building Sector Energy Efficiency Agreement. If the Participant so wishes, it may, however, exclude buildings from the Property and Building Sector Energy Efficiency Agreement, if the buildings are protected by a plan based on the Land Use and Building Act, or protected under the Decree on the Protection of State-owned Buildings or the Act on the Protection of the Built Heritage, or are located on a site inscribed on the World Heritage List of the Convention concerning the Protection of the World Cultural and Natural Heritage, or if the buildings are subject to an agreement on the protection of buildings between authorities.



**4 Property stock on accession in \_\_\_\_\_<sup>7</sup>**

The following table presents the total property stock that is included in the target group of this Commercial Property Action Plan, is under the under the control of the Participant, and is included in the agreement<sup>8</sup>.

**Total property stock:**

Main use of the building	Number of sites	Total area, m <sup>2</sup>
Office buildings		
Commercial buildings		
Warehouses and logistics buildings		
Other buildings <sup>9</sup>		
<b>Total</b>		

**Sites and/or groups of sites<sup>10</sup>**

As referred to in section 3.5.1 of the Action Plan, the obligations and actions of the Participant take place at the level of site and/or group of sites.

As a general rule, all annual reporting of the Participant, concerning both the energy and action data, is to be made by site/group of sites, as specified in this accession document.<sup>11</sup>

**The number of sites to be reported separately and the number of sites to be reported as groups of sites in this Action Plan:**

<b>Properties reported as separate sites</b> (the property sites are not included in the groups of sites)		<b>total number of the sites</b>
<b>Properties reported as groups of sites</b> (property portfolio) (the groups of sites do not include the property sites above)		<b>total number of the groups of sites</b>

The Participant's sites (property site), the groups of sites (property portfolio) and their persons in charge are specified in the table at the end of this appendix.

<sup>6</sup> The attached report must include the area and volume data that correspond with the commercial property stock data presented in section 4 also for the sites excluded from the scope of the agreement.

<sup>7</sup> The year of the property stock data presented in the table in section 4.

<sup>8</sup> If the Participant indicates in section 3 above that part of its property stock that is included in the target group of this Action plan will be excluded from the scope of this agreement scheme, the data corresponding with the data in this section must be presented in a separate attachment also for the excluded property stock, together with the grounds for the exclusion.

<sup>9</sup> For example, multi-purpose sites in which none of the building's uses exceeds 50% of the total area of the building

<sup>10</sup> If the Participant has a large number of fairly small and similar sites that belong to the same building category, some of the actions of the Action Plan may be allocated to a group of sites consisting of several sites, to be specified on accession.

<sup>11</sup> The actions related to other agreement obligations, so-called measures for the implementation of the continuous improvement, can also be reported at the participant level, or at the reporting group level. If desired, a reporting group can be set up, in co-operation with the operator of the system and the Participant, from the sites or groups of sites specified in the accession document, before the first annual reporting takes place.



## 5 Energy use and water consumption in \_\_\_\_\_<sup>12</sup>

The table below presents the Participant's energy use that corresponds with the total property stock presented in section 4 above. The data is the data that represents the Participant's normal operation during the latest calendar year available at the time of accession.

The energy use includes the total consumption of the real estate electricity, heat and fuels, where the share of heating is normalised to the appropriate reference location, on the basis of the site location.

Electricity <sup>13</sup>		MWh	
Heat		MWh	
Fuels <sup>14</sup>		MWh	
<b>Total</b>		<b>MWh</b>	
Water consumption		m <sup>3</sup>	
Heating electricity		MWh	Estimated share of the electricity consumption above

## 6 Indicative energy savings targets for 2020 and 2025

The Participant sets an indicative quantitative energy savings target (MWh) for the period 2017–2025<sup>15</sup>.

If the Participant has participated in the Energy Efficiency Agreement in 2008–2016 and wants to use the savings reported into the monitoring system of the Energy Efficiency Agreement scheme concerning the actions implemented during the period of 2014–2016, the Participant can alternatively set an indicative energy savings target (MWh) for 2014–2025<sup>16</sup>.

**The Participant sets an indicative energy savings target (MWh) for the agreement period 2017–2025 below:**

**The Participant sets an indicative energy savings target (MWh) for the agreement period 2014–2025 below:**

The Participant's indicative quantitative energy savings target (MWh) for 2020 and 2025, in accordance with the agreement<sup>15, 16</sup>, is calculated in the table below from the Participant's total energy use at the time of accession, presented in section 5.

**Energy savings targets set for the agreement period:**

<b>Intermediate target for 2020</b>		<b>MWh<sup>17</sup></b>	%	The target must be at least 4% <sup>18</sup>
<b>Overall target for 2025</b>		<b>MWh<sup>19</sup></b>	%	The target must be at least 7.5% <sup>18</sup>

<sup>12</sup> The year of the data presented in the table in section 5.

<sup>13</sup> Includes only the real estate electricity, not the tenants' electricity consumption. Includes the real estate electricity used for heating.

<sup>14</sup> For example, oil, natural gas, wood chips (Note! Heat generated by fuels is not included under "Heat"). Net heat contents published by Statistics Finland are used as the conversion factors for energy unit (publication from 2014: [http://pxweb2.stat.fi/sahkoiset\\_julkaisut/energia2014/html/suom0018.htm](http://pxweb2.stat.fi/sahkoiset_julkaisut/energia2014/html/suom0018.htm)).

<sup>15</sup> The Participant sets an indicative energy savings target of at least 7.5% for 2017–2025 and an intermediate target of 4% for 2020. The Participant's energy use in the target years 2020 and 2025 is not required to be lower than the baseline included in the agreement.

<sup>16</sup> The Participant sets an indicative energy savings target of at least 10.5% for 2014–2025 and an intermediate target of 7% for 2020. The Participant's energy use in the target years 2020 and 2025 is not required to be lower than the baseline included in the agreement.

<sup>17</sup> For example, if the total energy use (section 5) is 1,000 MWh and the target is set for the agreement period 2017–2025, the participant's intermediate target for 2020 must be at least 4%, i.e. 40 MWh – correspondingly, for the period 2014–2025 at least 7%, i.e. 70 MWh.

<sup>18</sup> **Note!** The intermediate target for 2020 must be at least 7% and, correspondingly, the target for 2025 must be at least 10.5% of the energy use presented in section 5, if the participant sets the target for the period 2014–2025.

<sup>19</sup> For example, if the total energy use (section 4) is 1,000 MWh and the target is set for the agreement period 2017–2025, the participant's overall target for 2025 must be at least 7.5%, i.e. 75 MWh – correspondingly, for the period 2014–2025 at least 10.5%, i.e. 105 MWh.



## 7 Annual reporting of the Energy Efficiency Agreements – energy data

We request authorisation for Motiva Ltd to annually hand over to Statistics Finland the energy data (electricity, heat and fuels) gathered for the annual reporting of the Property and Building Sector Energy Efficiency Agreement 2017–2025, to be used for the purpose of statistics. The authorisation makes it possible to use the gathered energy data in the energy statistics on the service sector produced by Statistics Finland and in the related development.

The principles governing the processing and confidentiality of the data of Statistics Finland can be found in the Finnish Statistics Act.

<http://www.finlex.fi/fi/laki/ajantasa/2004/20040280>

### Authorisation

We authorise Motiva Ltd to annually hand over to Statistics Finland the energy data (electricity, heat and fuels) gathered for the annual reporting of the Energy Efficiency Agreement, to be used by Statistics Finland in the production of statistics. The authorisation will be valid until the end of 2026, unless Motiva Ltd<sup>20</sup> and the Energy Authority<sup>21</sup> are not separately notified in writing of the termination of the authorisation.

Yes, we give authorisation

We do not authorise Motiva Ltd to hand over to Statistics Finland the energy data (electricity, heat and fuels) gathered for the annual reporting of the Energy Efficiency Agreement.

We do not give authorisation

### Signature

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in block capitals

<sup>20</sup> [seuranta-apu@motiva.fi](mailto:seuranta-apu@motiva.fi)

<sup>21</sup> [kirjaamo@energiavirasto.fi](mailto:kirjaamo@energiavirasto.fi)



	Name of the site (property site)/group of sites (property portfolio)	Number <sup>22</sup>	Area, m <sup>2</sup>
	Name and e-mail address of the person in charge of the site/group of sites <sup>23</sup>		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

If the number of sites/groups of sites exceeds 14, this page can be copied, as necessary.

<sup>22</sup> The number of sites in the group of sites in question. If the site is to be reported separately, enter "1" in the column.

<sup>23</sup> If a person in charge is not appointed for each site/group of sites, the person in charge of the agreement, specified in section 2, also acts as the person in charge of the site/group of sites in question.







Property and Building Sector Energy Efficiency Agreement  
Commercial properties  
**Commercial Property Action Plan**

With this Action Plan RAKLI – The Finnish Association of Building Owners and Construction Clients (hereinafter RAKLI) shall implement the Property and Building Sector Energy Efficiency Agreement, which is an agreement on the promotion of energy efficiency among the property and building sector in 2017–2025, signed by the Ministry of the Environment (hereinafter ME), the Ministry of Economic Affairs and Employment (hereinafter MEAE), the Energy Authority and RAKLI.

In accordance with the Property and Building Sector Energy Efficiency Agreement, the Commercial Property Action Plan steering group monitors and guides the implementation of the Action Plan and its targets and, when necessary, makes proposals on its development.

This Action Plan presents the targets and obligations to which the participant joining the Property and Building Sector Energy Efficiency Agreement (hereinafter the Participant) is committed itself to, and the procedures for termination of the agreement, for dismissal of the Participant, and for the Participant's withdrawal, and any potential consequences. In addition, this Action Plan presents the actions by the ME, the MEAE, the Energy Authority and RAKLI in accordance with the Property and Building Sector Energy Efficiency Agreement, and the relationship to the implementation of the Energy Efficiency Act in a large company.

The ministry responsible for the Commercial Property Action Plan is the Ministry of Economic Affairs and Employment (MEAE).

## **1 Agreement period, target group and joining the agreement scheme**

### **1.1 Agreement period and agreement terms**

The agreement period 2017–2025 of the Property and Building Sector Energy Efficiency Agreement is divided into two agreement terms: term 2017–2020 (4 years) and term 2021–2025 (5 years), the total agreement period being 9 years.

### **1.2 Target group**

In general, the Property and Building Sector Energy Efficiency Agreement can be joined, through the Commercial Property Action Plan, by such RAKLI's member organisations that own commercial property that do not fall within the scope of the branch-specific Action Plans of the Energy Efficiency Agreement for Industries<sup>1</sup>. The participants can be companies, funds or other organisations.

### **1.3 Joining the agreement**

Joining the Property and Building Sector Energy Efficiency Agreement means that a participant joins in the Commercial Property Action Plan and/or the Rental Housing Property Action Plan of the Property and Building Sector Energy Efficiency Agreement with a separate accession document.

In general, the Participant includes all energy use<sup>2</sup> under its control in the Property and Building Sector Energy Efficiency Agreement. In addition to joining this Commercial Property Action Plan, the Participant joins the

---

<sup>1</sup> At the time of signing this agreement, there are three branch-specific Action Plans for the service sector of the Energy Efficiency Agreement for Industries: the Action Plan for Motor Trades and Repairs, the Action Plan for the Commerce Sector, and the Action Plan for the Hotel and Restaurant Sector

<sup>2</sup> Electricity, heat and fuels



Rental Housing Property Action Plan of the Property and Building Sector Energy Efficiency Agreement, if necessary.<sup>3</sup>

To join the Property and Building Sector Energy Efficiency Agreement, the Participant must send an appropriately filled accession document and the accession details attached to the document to RAKLI. The Participant joins the Property and Building Sector Energy Efficiency Agreement once RAKLI has established that the relevant accession document for this Action Plan, signed by the Participant, and the accession details are in due form and the association has submitted a copy of the documents to Motiva Ltd to be entered into the participant register. RAKLI will notify the Participant if the accession to the Property and Building Sector Energy Efficiency Agreement is rejected.

The procedures for a participant to terminate its membership or for dismissing a participant from the scheme and any potential consequences are described in section 5.

## **2 Targets of the Action Plan**

### **2.1 Target of RAKLI**

The target of RAKLI is to include at least 60% of the combined floor area of its member organisations' property stock that is potentially within the scope of the Commercial Property Action Plan, within the scope of the Commercial Property Action Plan by 1 January 2017, and at least 80% by 31 December 2018.

The shared indicative energy savings target (GWh) of the Action Plan for 2017–2025 is 7.5% in 2025 and the intermediate target is 4% in 2020, calculated from the energy use of the member organisations included in the target group of the Action Plan.

### **2.2 Targets of the Participant**

#### **2.2.1 Target of the Participant to improve the efficiency of the energy use of its own operations**

##### **Setting the target**

As a general rule, achieving the indicative target of the Action Plan requires that each participant joining this Action Plan sets an indicative energy savings target of at least 7.5% for 2017–2025 and an intermediate target of 4% for 2020 when they join the Energy Efficiency Agreement (2017–2025).

A Participant that has participated in the previous agreement period and wants to use the savings reported to the monitoring system of the Energy Efficiency Agreement scheme concerning the actions implemented during the period of 2014–2016, must set an indicative energy savings target of at least 10.5% for 2014–2025 and an intermediate target of 7% for 2020.

The Participant includes all of its energy use in the Property and Building Sector Energy Efficiency Agreement, as referred to in section 1.3. On joining the Action Plan, the Participant presents an indicative energy savings target in its accession document as the amount of energy (MWh) in 2020 and 2025. These targets are calculated from the amount of energy, included in this Action plan, that represents the Participant's normal operation during the latest calendar year available at the time of accession.

If the relative (%) improvement target set by the Participant changes fundamentally from the original due to significant structural or ownership changes that have taken place during the validity of the agreement, the Participant may adjust the savings target (MWh) to correspond with the new situation by agreeing on the matter with RAKLI and reporting the change and its reasons in connection with the next annual reporting following the change into the monitoring system of the Energy Efficiency Agreement scheme.

---

<sup>3</sup> If necessary, the Participant can also join the branch-specific Action Plans of the Energy Efficiency Agreement for Industries, if the energy use to be possibly included in them does not overlap with the energy use included in the Property and Building Sector Energy Efficiency Agreement.



### **Monitoring the achievement of the energy savings target set by the Participant**

An action can be accepted for monitoring the achievement of an indicative energy savings target, if the action is implemented during the period for setting the savings target (2017–2025 or 2014–2025, as described above) selected by the Participant and specified in the accession document, if it is reported to the monitoring system of the Energy Efficiency Agreement scheme, if the energy conservation impact of the action is still valid during the year in question, and if the action concerns the energy use included in the Participant's target calculation.

In this Action Plan, energy conservation means the reduction of the targeted energy consumption from the current level achieved by active measures, compared to the amount of energy that would be consumed without active measures. Correspondingly, the reduction of future energy consumption achieved by active measures can be counted as energy conservation.<sup>4</sup> The amount of saved energy (kWh/a) is determined by measuring and/or by a calculation, in which case the consumption subject to the energy efficiency improvement measure is estimated before and after the implementation of the measure, whilst ensuring normalisation for external conditions that affect energy consumption.

The Participant's energy use<sup>2</sup> included in the agreement in the target years 2020 and 2025 is not required to be lower than the baseline included in the agreement.

Calculation is most often used for evaluating the conservation impact of the efficiency improvement measures that are reported into the monitoring system of the Energy Efficiency Agreement scheme and used in monitoring the achievement of the Participant's target. General instructions on calculating the savings of energy saving measures and on the related documentation can be found in the document [Energiansäästötoimenpiteet energiansäästösopimuksissa – Säästölaskennan yleisiä pelisääntöjä](#) (energy saving measures in the Energy Efficiency Agreements – general principles for energy savings calculation, available only in Finnish) on the Energy Efficiency Agreement scheme's website.

#### **2.2.2 Targets of the Participant to improve the efficiency of the tenants' energy use**

The Participant implements measures that aim to increase its tenants' awareness of the possibilities and importance of improving the efficiency of energy use.

#### **2.2.3 Targets of the Participant concerning property maintenance**

The Participant ensures that the targets for improving the efficiency of energy use required by this Action plan are taken into consideration when defining tasks of the companies providing property maintenance services for the building stock within the scope of this Action Plan, when selecting such companies on the basis of tendering, and when making property maintenance agreements.

## **3 Implementation of the Action Plan**

### **3.1 RAKLI**

The obligations of RAKLI are related to the implementation of the Rental Housing Property and Commercial Property Action Plans of the Property and Building Sector Energy Efficiency Agreement.

In order to achieve the targets of the Action Plan, RAKLI shall

- encourage and advise its member companies and/or organisations or similar bodies to join the Property and Building Sector Energy Efficiency Agreement, and take part in supporting the implementation of the agreement scheme
- receive the accession document signed by the Participant, verify that it is in due form, and submit the document signed to Motiva Ltd to be entered into the participant register

---

<sup>4</sup> For example, the construction of new buildings with stricter requirements than what are specified or the procurement of equipment that is higher than ecodesign level.



- together with Motiva Ltd, monitor the implementation of the savings targets of the participants which have joined this Action Plan
- advise the participants which have joined the Action Plan in the implementation of participants-specific reporting, and participate in the drawing up of the annual monitoring report<sup>5</sup> related to the Action Plan
- participate in the implementation of the development and pilot projects related to the implementation of the Action Plan together with other parties to the agreement
- participate in the development of the property and building sector agreement scheme together with the ministries, the Energy Authority, and any other bodies participating in the implementation of the agreement scheme
- at its discretion, accept participants outside its membership to participate in the Commercial Property Action Plan, and specify an appropriate annual fee for the said participants
- implement the steering group's possible decision on the dismissal of the Participant.

### **3.2 Ministry of the Environment**

In order to achieve the targets and taking into account the available appropriations, the Ministry of the Environment shall

- participate in the development of the Property and Building Sector Energy Efficiency Agreement scheme together with RAKLI, the Ministry of Economic Affairs and Employment, the Energy Authority, and any other bodies participating in the implementation of the agreement scheme.

### **3.3 Ministry of Economic Affairs and Employment (the ministry responsible for the Action Plan)**

In order to achieve the targets and taking into account the available appropriations, the Ministry of Economic Affairs and Employment shall

- support the energy audits and analyses on energy conservation by the participants which have joined the Commercial Property Action Plan, in accordance with the conditions for granting energy subsidy by the Ministry of Economic Affairs and Employment<sup>6</sup>. When determining the amount of subsidy, take into account as a positive factor the Participant's commitment to long-term energy conservation and improvement of energy efficiency
- support investments related to energy conservation established in the energy audits and analyses of the Participants which have joined the Commercial Property Action Plan, or in similar studies, meeting the general terms and conditions of energy subsidy. Projects promoting the introduction of new technologies and procedures take priority. When determining the amount of subsidy, take into account as a positive factor the Participant's commitment to long-term energy conservation and improvement of energy efficiency
- participate in the development of the Property and Building Sector Energy Efficiency Agreement scheme together with RAKLI, the Ministry of the Environment, the Energy Authority, and any other bodies participating in the implementation of the agreement scheme, in so far as the tasks are not assigned by the Ministry of Economic Affairs and Employment to the Energy Authority.

---

<sup>5</sup> The annual monitoring reports of the Action Plans are summarised from the data reported annually by the participants.

<sup>6</sup> The mandatory energy audits for large companies, as referred to in section 6 of the Energy Efficiency Act (1429/2014), will not be subsidised.



### **3.4 Energy Authority**

In order to achieve the targets and taking into account the annual available appropriations, the Energy Authority, under the guidance of the MEAE, shall

- participate in the implementation of the Energy Efficiency Agreement scheme with adequate resources
- participate in the development of the Property and Building Sector Energy Efficiency Agreement scheme together with RAKLI, the ministries, and any other bodies participating in the implementation of the agreement scheme, in so far as the tasks are assigned by the Ministry of Economic Affairs and Employment to the Energy Authority
- monitor the implementation of the targets of the Property and Building Sector Energy Efficiency Agreement
- participate in the implementation of the development and pilot projects related to the implementation of the Commercial Property Action Plan, together with other parties to the agreement
- allocate resources for Motiva Ltd, so that Motiva can maintain the Commercial Property Action Plan participant register, produce information required for monitoring the implementation of the targets and realisation of the impacts of the agreement, monitor the implementation of the Commercial Property Action Plan, support the communication of the agreement scheme and maintain the website, participate in the development of the Property and Building Sector Energy Efficiency Agreement scheme, maintain and develop the monitoring system of the agreement scheme, compile the annual report of the Commercial Property Action Plan and participate in the production of the report's data<sup>5</sup>, support the execution of the Participants' agreement by, for example, producing communication and training material on good practices, and participate in the co-ordination and implementation of any development and pilot projects
- monitor the fulfilment of the agreement obligations of the participants, send the Participant a notification on the failure to meet the agreement obligations and, if necessary, present the issue concerning the failure to meet the agreement obligations to the steering group.

### **3.5 Obligations and actions of the participant**

#### **3.5.1 Obligations of the Participant to improve the efficiency of the energy use of its own operations**

The functional target of the Property and Building Sector Energy Efficiency Agreement is to include the continuous improvement of energy efficiency as part of the management systems used or to be introduced by the Participant. Continuous improvement of energy efficiency requires the managements' commitment, setting of long-term goals and targets, and systematic implementation and monitoring of these goals and targets.

The Participant commits itself to the continuous improvement of energy efficiency and to other obligations and actions allocated to the Participant by this Action Plan, whenever it is technically and economically justifiable, taking health, safety and environmental aspects and the protection of cultural heritage into consideration.

#### **Organisation and planning of operations**

On joining the agreement, the Participant appoints a participant-specific person in charge and, if the Participant so wishes, persons in charge for each site/group of sites<sup>7</sup>. The participant-specific person in charge of the

---

<sup>7</sup> If the Participant has a large number of fairly small and similar sites that belong to the same building category, some of the actions of the Action Plan may also be allocated to a group of sites consisting of several sites, to be specified on accession. As an agreement obligation of the Participant, annual reporting is to be made by the said specified sites/groups of sites, and in some areas of reporting, by reporting groups that are possibly set up from the sites/groups of sites.



agreement acts as a contact person in matters related to the implementation of this Action Plan, and also as the person in charge of all sites/groups of sites, unless such persons are not specified separately.

The Participant draws up a participant-specific energy efficiency improvement plan, according to the schedule below. The plan must specify the actions and targets concerning the obligations specified in section 3.5.1 for each site and group of sites specified on accession. The improvement plan must also include the actions and targets concerning the tenants and property maintenance (sections 3.5.2 and 3.5.3).

A participant that has not participated in the Commercial Property Action Plan of the Property and Building Sector Energy Efficiency Agreement in 2011–2016:

- Within one year of joining this Action Plan
  - specifies the responsibilities of energy efficiency activities and
  - identifies its energy use<sup>2</sup> in each site/group of sites by energy type (real estate electricity, heat and fuels), and identifies its water consumption.
- Within two years of joining this Action Plan
  - establishes the possibilities of improving the efficiency of energy use. This can be carried out with, for example, energy audits or other similar studies<sup>8</sup>
  - sets the targets for improving the efficiency of energy use for each site/group of sites, whenever it is appropriate
  - draws up a schedule for the implementation of cost-effective energy efficiency improvement measures.
- Reviews the improvement plan annually and, when necessary, updates the plan.

A participant that has participated in the Commercial Property Action Plan of the Property and Building Sector Energy Efficiency Agreement in 2011–2016 and has drawn up the improvement plan as specified above:

- Reviews the improvement plan annually and, when necessary, updates the plan.

### **Improvement of energy efficiency**

The Participant implements the energy efficiency improvement measures, according to the prepared improvement plan, and monitors the energy use and the implementation of the targets set in accordance with the Action Plan.

Any energy saving measures in the building stock included in the target group of the Action Plan must always be implemented without compromising the indoor air quality.

### **Annual reporting**

The Participant reports by the end of March each year<sup>9</sup> on the previous year's energy use<sup>10</sup>, on the related efficiency measures, and on the realisation of the said measures and any other activities related to the Action Plan into the monitoring system of the Energy Efficiency Agreement scheme to the extent required by the system.

As a general rule, all reporting of the Participant, concerning both the energy and action data, is to be made by site/group of sites, as specified in the accession document<sup>7</sup>.

---

<sup>8</sup>Energy audits and/or other similar studies that are carried out on the building stock included in the Action Plan within a few years before the Participant joins the agreement can also be used.

<sup>9</sup> On joining the Property and Building Sector Energy Efficiency Agreement, the Participant commits itself to reporting the corresponding data for 2025 in 2026. If the Participant withdraws from the agreement on 31 December 2020, it commits itself to reporting the data for 2020 in 2021.

<sup>10</sup> If the Participant provides the operator of the monitoring system of the Energy Efficiency Agreement scheme (Motiva Ltd) with the necessary authorisation when joining the scheme, the reported energy use data can be transferred from the monitoring system to Statistics Finland as confidential data for the purpose of energy statistics.



The actions related to other agreement obligations, so-called measures for the implementation of the continuous improvement, can also be reported at the participant level, or at the reporting group level. If desired, a reporting group can be set up, in co-operation with the operator of the system and the Participant, from the sites or groups of sites specified in the accession document, before the first annual reporting takes place.

The information to be reported annually by the Participant include the following:

- energy use data by site/group of sites
- efficiency improvement measures related to energy use observed in energy audits or other studies, implemented by the Participant during the monitoring year, and the estimated energy conservation impacts and investment costs of the said measures by site/group of sites
- monitoring of the progress of other actions related to the implementation of this Action Plan, to the extent required by the monitoring system and at the level of participant or site/group of sites, or at a reporting group level agreed on before the first monitoring takes place, using a division enabled by the monitoring system.

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

The Participant organises training for its personnel, so that the personnel has the necessary information and skills related to its own tasks and operations and the preparedness for the efficient use of energy.

The Participant keeps the personnel informed of the set targets and measures for the implementation of the continuous improvement of energy efficiency and of the achieved results.

#### **Energy efficiency in planning and procurement**

The Participant includes energy efficiency as part of its procurement procedure, so that, in addition to procurement costs, lifetime costs and service life are taken into account in purchasing, renting, planning and investment.

#### **New energy-efficient technology and procedures**

The Participant aims to introduce new energy-efficient technology whenever it is technically and economically justifiable, taking health, safety and environmental aspects into consideration.

#### **Renewable energy**

The Participant aims to increase the use of renewable energy sources whenever it is technically and economically justifiable, taking health, safety and environmental aspects into consideration.

#### **3.5.2 Actions of the Participant to improve the efficiency of the tenants' energy use**

In order to improve the efficiency of the tenants' energy use, the Participant ensures that its tenants are systematically provided with information and advice on use that promote energy efficiency. The Participant aims to support renting activities and co-operation between tenants, so that continuous improvement of energy efficiency is taken into account.

The Participant aims to promote monitoring that is based on submetering by rental unit (rented area), and aims to move towards invoicing that is based on actual energy consumption, whenever it is technically possible and can be implemented in a fair way, and if the resulted property-specific savings will be higher than the costs.

The Participant also aims, for example, to implement lease and service agreement practices that promote energy efficiency, and actions that aim at improving the use of commercial properties.

The energy efficiency improvement plan referred to in section 3.5.1 also includes the actions and targets concerning the tenants.



### 3.5.3 Actions of the Participant concerning property maintenance

When defining tasks of the companies providing property maintenance services, when selecting such companies on the basis of tendering, and when making property maintenance agreements, the Participant obligates the related companies to contribute to ensuring that the property maintenance scheme arranged for the building stock included in the Energy Efficiency Agreement is comprehensive, target-oriented and includes proper assignment of responsibilities, so that the scheme creates the conditions for the implementation of the energy-efficiency targets set in this Action Plan. The Participant monitors the implementation of the obligations related to energy efficiency and specified in the property maintenance agreements, according to the plan.

The Participant promotes the introduction of site-specific, monthly-level consumption monitoring in the entire commercial property stock subject to the Action Plan, and sets the targets for its coverage. Consumption monitoring includes the monitoring of the Participant's heat, electricity, fuel and water consumption related to the target. In addition to consumption monitoring, specific energy and water consumption can be monitored (the meters can include, for example, kWh/m<sup>2</sup>, kWh/m<sup>3</sup>, kWh/man-year, kWh/workstation, kWh/number of customers, kWh/annual turnover, and, for water consumption, l/m<sup>3</sup>/year and l/person/day).

The energy efficiency improvement plan referred to in section 3.5.1 also includes the actions and targets concerning property maintenance.

### 3.6 Implementation of agreement obligations with an energy management system

If a participant which has joined the Property and Building Sector Energy Efficiency Agreement so wishes, it can, instead of the obligations described in section 3.5.1, commit itself to the continuous improvement of energy efficiency by introducing an Energy Efficiency System EES<sup>11</sup> within 12 months of joining the Energy Efficiency Agreement. A management review is carried out to ensure that the selected energy efficiency or energy management system is appropriately implemented. In such a case, the participant commits itself to using the system<sup>12</sup> throughout the agreement period.

The Participant also includes the actions and targets concerning the tenants and property maintenance (sections 3.5.2 and 3.5.3) in the energy management system.

On joining the agreement, the Participant appoints a participant-specific person in charge and, if the Participant so wishes, persons in charge for each site/group of sites. The participant-specific person in charge of the agreement acts as a contact person in matters related to the implementation of this Action Plan, and also as the person in charge of all sites/groups of sites, unless such persons are not specified separately.

The Participant commits itself to reporting by the end of March each year<sup>9</sup> on the previous year's energy use, on the related efficiency measures, and on the realisation of the said measures and any other activities related to the Action Plan into the monitoring system of the Energy Efficiency Agreement scheme to the extent required by the system.

In addition, the Participant aims to introduce new energy-efficient technology whenever it is technically and economically justifiable, taking health, safety and environmental aspects into consideration. In addition, the Participant aims to increase the use of renewable energy sources whenever it is technically and economically justifiable, taking health, safety and environmental aspects into consideration.

---

<sup>11</sup> Instead of the Energy Efficiency System [EES](#), the participant can alternatively introduce an Energy Efficiency System [EES+](#) or an ISO 50001 energy management system.

<sup>12</sup> EES, EES+ or ISO 50001





## **4 Steering group**

The activities in accordance with this Action Plan are guided by the steering group specified in the Property and Building Sector Energy Efficiency Agreement. RAKLI appoints the chairman of the steering group and the Energy Authority appoints the vice-chairman of the steering group. The steering group decides on the group's secretary and other members and experts to be invited to the group.

The tasks of the steering group include:

- Providing general instructions and interpretations related to the implementation of the Action Plan, when necessary.
- Monitoring the implementation of the targets of the Action Plan.
- Preparing the proposals for necessary changes, if it seems unlikely that the indicative energy savings targets of the Action Plan set for 2020 and 2025 can be achieved, based on the monitoring of the Action Plan. At the same time, it will be agreed on how to implement the changes, together with the Participants which have joined the agreement.
- Participating in the conception and preparation of the development and pilot projects related to the execution of the agreement, together with the participants and any other bodies participating in the implementation of the agreement scheme.
- Deciding, by the end of 2019, on the targets to be set for the participants which will join in the second agreement term 2021–2025 only.
- Deciding on the dismissal of the Participant in accordance with section 5.2.
- Deciding on the completion of unfinished projects, if a signatory party/parties to the Property and Building Sector Energy Efficiency Agreement withdraw from the agreement or the Property and Building Sector Energy Efficiency Agreement is terminated.

## **5 Termination of the agreement, dismissal from the agreement, potential consequences and withdrawal from the agreement**

### **5.1 Termination by the Participant's withdrawal and potential consequences**

The Participant may withdraw from the Property and Building Sector Energy Efficiency Agreement by notifying the Energy Authority<sup>13</sup> and RAKLI thereof in writing. In its notice of withdrawal, the Participant commits itself to reporting any energy subsidies received during the agreement period on the basis of the Energy Efficiency Agreement.

The energy subsidies granted on the basis of this agreement and received by the Participant withdrawing from the Energy Efficiency Agreement may be collected, according to the conditions on the recovery recorded in the subsidy decision in question. The authority that has granted the subsidy will decide on the collection separately for each case.

### **5.2 Dismissing a participant from the Property and Building Sector Energy Efficiency Agreement and potential consequences**

A participant may be dismissed from the Property and Building Sector Energy Efficiency Agreement, if the Participant does not fulfil the obligations it has undertaken on joining the agreement. A ground for dismissal may be repeated failures to implement the Participant's obligations in accordance with the agreement or to report the required information into the monitoring system of the Energy Efficiency Agreement scheme.

Upon detecting a failure to fulfil an agreement obligation, the Energy Authority will send the Participant a notification. If the Participant does not correct its operations appropriately within the prescribed time limit, the Energy Authority will present the issue to the steering group of the Action Plan the Participant has joined in.

---

<sup>13</sup>[kirjaamo@energiavirasto.fi](mailto:kirjaamo@energiavirasto.fi)



The steering group will discuss the issue and decide on further actions concerning the Participant's failure. The decision on the possible dismissal of the Participant will be made in the steering group.

The energy subsidies granted on the basis of this agreement and received by the Participant dismissed from the Property and Building Sector Energy Efficiency Agreement may be collected, according to the conditions on the recovery recorded in the subsidy decision in question. The authority that has granted the subsidy will decide on the collection separately for each case.

### **5.3 Withdrawal of the Participant from the Property and Building Sector Energy Efficiency Agreement on 31 December 2020**

If the Participant submits an appropriately filled accession document for the Property and Building Sector Energy Efficiency Agreement by 31 December 2018, the Participant may withdraw from the agreement at the end of the first agreement term on 31 December 2020 without being subjected to consequences<sup>9</sup>. The Participant must notify the Energy Authority<sup>13</sup> and RAKLI in writing of the withdrawal by the end of 2020.

The withdrawal procedure described here does not apply to the participants whose accession document is submitted to RAKLI on 1 January 2019 or later.

## **6 Relationship to the implementation of the Energy Efficiency Act in a large company<sup>14</sup>**

The Finnish Energy Efficiency Act (1429/2014) obligates the large companies to carry out an energy audit in every four years. A company is deemed to meet the requirements for the mandatory energy audit, if the company has joined an Energy Efficiency Agreement and has introduced an Energy Efficiency System EES<sup>+15</sup>. The EES<sup>+</sup> does not need to be certified. In such a case, the Energy Authority supervises the implementation of the EES<sup>+</sup> in the company separately.

---

<sup>14</sup> A large company is specified as (Commission Recommendation 2003/361/EC) a company or group that

- employs more than 250 persons or
- has an annual turnover of over EUR 50 million and an annual balance sheet total of over EUR 43 million.

When considering the limit values specified above, the ownership of an individual company must also be taken into account, even if the company would not exceed the limit values <https://www.energiavirasto.fi/suurten-yritysten-pakolliset-katselmukset>.

<sup>15</sup> [Energy Efficiency System EES+](#)