Interreg Co-funded by the European Union
North-West Europe

# Project Partnership Agreement

## Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;

the following agreement is hereby made between the lead partner (LP) of the project and the project partners (PPs) as listed in the latest application form for the implementation of the Interreg North-West Europe project NWE0400607, RAINBOW, Improve climate resilience in cities by restoring water cycles, approved by the Monitoring Committee of the Interreg North-West Europe Programme within step 2 [11.12.2024]. This contract will be concluded subject to the project being accepted.

**Abbreviations**
Programme – Interreg North-West Europe Programme
EU – European Union
JS - Joint Secretariat
LP - Lead Partner
MA - Managing Authority
PP - Project Partner (PPs – Project Partners)
PSG – Project Steering Group

### Article 1: Legal framework

1. The following legal provisions and document constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project [RAINBOW]:

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg North-West Europe Programme approved by the European Commission setting the programme (hereinafter referred to as Interreg North-West Europe Programme);
- The laws of the PP's countries applicable to this contractual relationship.

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this agreement:

- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
    - Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
    - Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
    - Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
- the subsidy contract, concluded between the LP of the project and the MA;

- All manuals, guidelines and any other documents relevant for project implementation in their latest version, as published on the programme website.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

**Article 2: Definitions**

For the purposes of this partnership agreement, the following definitions apply:

- Project partner (PP): any institution financially participating in the project and contributing to its implementation, as identified in the latest approved application form. It corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.
- Lead partner (LP): the project partner designated by all partners and who assumes responsibility for ensuring implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059.
- Project data: data comprising but not limited to all latest project documentation such as latest approved application form and all project information available in the electronic system (Jems).

**Article 3: Subject of the Partnership Agreement**

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest version of the project data, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the Interreg North-West Europe Programme and programme manual, and the subsidy contract signed between the MA and the LP.

**Article 4: Duration of the partnership agreement**

The present partnership agreement comes into force once the LP and each PP have signed it individually, and under the condition that the project is approved for co-financing by the programme. It remains in force until the LP and PPs have completed in full their obligations as further defined in article 6 of this agreement towards the MA and any relevant European body. Notwithstanding the entry into force of the partnership agreement as indicated above, the obligations of the partners based on the legal framework included in article 1 are applicable from the start of the project.

**Article 5: Roles and duties in the partnership**

The LP of the project:

- is entitled to represent the PPs in the project, however, the LP is not entitled to act or to make legally binding declarations on behalf of any other PP.
- is responsible for the overall coordination, management and implementation of the project towards the MA.
- ensures timely start and implementation of the activities within the lifetime of the project, in compliance with all obligations to the MA. The LP must notify the JS of any factors that may adversely affect implementation of the project activities and/or financial plan.
- monitors the delivery of the agreed work plan setting out tasks to be undertaken as part of the project, the role of the PPs in their implementation, and the project budget.
- prepares and submits the project progress reports, including supporting documents, according to the programme manual, and additional requested documents and/or information from JS and MA.
- addresses requests for project modifications, according to the programme manual.
- is, in general, the contact point representing the partnership for any communication with the JS/MA or any other programme body.
- provides the partners with copies of all relevant project documents, and reports on the implementation of the project. The LP must regularly inform the PPs of all relevant communication between the LP and the JS/MA.
- carries out any other tasks agreed with the PPs.

PPs are the bodies responsible for carrying out specific project activities in the manner and scope indicated in the project data (in particular in the latest approved application form). PPs commit themselves to undertake all steps necessary to support the LP in fulfilling its obligations as specified in the subsidy contract signed between the MA and the LP, as well as in this agreement.

The PPs must:

- actively cooperate in the implementation of the project;
- cooperate in the staffing and/or financing of the project in accordance with the partnership agreement;
- keep to other obligations based on this partnership agreement;
- provide the LP with all the information and documents required for coordinating and regularly monitoring the technical and financial progress of the project, and necessary in preparing the progress and final reports concerning the part of the project that the partner is responsible for;
- provide any additional information related to reporting to the LP or JS/MA if requested, in due time;
- inform the LP of any change related to the name of their organisation, contact details, legal status or any other change concerning the partner organisation which may have an impact on the project or on their eligibility to the programme.

The PPs are responsible for:

- carrying out the specific activities set out in the project data in line with the latest version of the application form;
- complying with any deadlines set by the programme, the LP or agreed within the partnership;
- notifying the LP of any factors that may adversely affect implementation of the project in accordance with the project data and lead to a deviation.

In particular, for the part of the project for which it is responsible, each PP must ensure:

- that it complies with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, project branding and visibility rules, procurement rules and State Aid;
- that its project activities are implemented in accordance with the rules and procedures set in the programme manual version 5, June 2024;

By signing the partnership agreement, each PP confirms that:

- they are not bankrupt or being wound up,
- they are not having its affairs administered by the courts,
- they have not entered into an arrangement with creditors,
- they have not suspended business activities,
- they are not the subject of proceedings concerning those matters,
- they are not in any analogous situation arising from a similar procedure provided for in national legislation or regulation, and
- they are not an undertaking in difficulty, as defined under Article 2(18) of Regulation (EU) No 651/2014.

**Article 6: Financial management of the project**

Each PP must:

- set up separate accounting records or use an appropriate accounting code for all transactions relating to the operation, ensuring that expenditure as well as the received national and programme co-financing related to the project, are clearly identified.
- strictly follow the EU eligibility rules as well as further eligibility rules set up by the programme in the programme manual and, if applicable, national rules.
- be responsible for guaranteeing the sound financial management of programme funds received and, in cases of recovery, for reimbursing the LP or relevant programme body directly unduly paid programme co-financing, in accordance with the rules and procedures set in the programme manual. In the case of national contribution, the specific regulation of the country granting it applies.
- regularly and timely submit expenditures for verification to the designated controllers, according to the rules set at programme and national level. Verified expenditures must be submitted through the programme's electronic monitoring system (Jems) to the LP immediately after verification.
- ensure that the expenses incurred are strictly related to the project activities, in line with the project data.
- ensure that programme requirements on eligibility of expenditure as stated in the programme manual are strictly respected.
- set up a physical and/or electronic archive where data, records and documents composing the audit trail are stored, in compliance with the requirements described in the programme manual.

Furthermore, the LP must:

- ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project, and corresponds to the activities agreed between those partners as specified in the project data.
- verify that the expenditure presented by the PPs participating in the project has been validated by controllers, according to the rules set at programme and national level.
- receive programme co-financing for the entire project and transfers it to the other PPs participating in the project within 10 (ten) working days of its receipt.
- constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the programme manual,
- transfer any advance payment to partners that are entitled to receiving it. The advance payments will be offset against the payment claim at the end of the project. If a partner leaves the project before its end, the advance payment will be offset at the end of that partner's participation in the project.
- The LP also monitors any risk of underconsumption of the partners that received an advance payment. The advance payment will be offset in accordance with the rules as set out in the programme manual.

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project progress report the costs of this partner that are connected to unjustified deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may be obliged to submit to the programme the joint progress report without the costs of this PP, in coordination with the JS.

Programme co-financing payments not requested by each PP in time and in full line with the project planned expenditure included in the project data may be lost for the project partner concerned.

The PPs must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office (OLAF), the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

## Article 7: Recoveries

Should the MA, in accordance with the provisions of the respective articles of the subsidy contract, demand repayment of programme co-financing already transferred, each PP must transfer to the LP or relevant programme body any amounts paid to them in excess, according to the rules and timeframe as set out by the programme in the programme manual and recovery documents.

In such cases, the LP must immediately forward to the PPs the recovery documents received from the MA/JS and notify every PP of the amount repayable.

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

## Article 8: Modifications, withdrawal from obligations

The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the rules and procedures as described in the programme manual.

Should a PP fail to comply with its obligations under this partnership agreement, the PSG may decide as a last resort to remove this PP from the project and request modifications in accordance with the procedures outlined in the programme manual.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs of the project beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the provisions of the programme manual when requesting and/or implementing modifications in the project.

## Article 9: Information and communication, publicity and branding

The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the programme manual and provide any material developed during the lifetime of the project that may be useful for publications at the programme level.

In the spirit of cooperation and exchange, the LP and PPs ensure that any output and result produced during project implementation can be used by all interested parties and organisations and are in the public interest and publicly available. The MA/JS and any other relevant programme, EU and national body can use them for information and communication purposes in the framework of the programme once they have been published.

Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

## Article 10: Intellectual property rights, access to background, confidentiality and conflict of interest

The LP and PPs must undertake to enforce all applicable national and EU law, including but not limited to laws on intellectual property rights, especially copyright, regarding any output produced as a result of project implementation.

The LP or PP shall ensure that it has all rights to use any pre-existing intellectual property rights, if necessary for the implementation of the project.

The LP and PPs are obliged to take all necessary measures to avoid conflicts of interest, and to keep each other informed without delay on any circumstances that have generated or may generate such conflict.

The LP and PPs are obliged to inform the relevant programme bodies if there is any sensitive or confidential information related to the project that may not be published or made publicly available. This clause does not affect the LP and PPs obligation to make all results and outputs of the project available to the public Each Partner may publish the results of its own work. Appropriate reference shall be made to the Collaborative Project. If the publication contains results made by/with an other party, the prior approval of such party is required, such approval not to be unreasonably withheld. If a request for approval is not answered within 30 days, approval shall be considered granted.

Knowledge within the context of this Agreement is any protected or non-protected knowledge and information of the Partners (among others inventions including resulting property rights, results protected by copyright, software, know-how, other rights).

Knowledge generated outside the Collaborative Project belongs to the Partner who created them or will create them.

In accordance with section 5.8 of the programme manual, all results shall be jointly owned by the partners that contributed to such results.

Software is provided in object code only.

The universities and research institutions shall be granted a non-exclusive, non-transferable, non-sublicensable, royalty-free right to use the results of the research work for non-commercial research and teaching purposes, unlimited in terms of time, place and content.

**Article 11: Decision-making under this agreement**

Decisions regarding the:

- General project activities will be taken by Project Steering Group (PSG). At strategic level, a PSG will be formed by one representative of each PP duly authorised to represent the respective LP and PP institutions. PSG will monitor project implementation, validate content & finance and review project management in periodic meetings twice a year. In case of necessary changes to the work plan PSG will make decisions. The decision will be taken by majority vote, 4/5 majority.
- According to the thematic structure of the WPs, the operational level of project management will be done by a project management team (PMT), meeting bi-monthly and formed by the overall project manager of the LP and its financial manager, the communication manager and each WP-leader. This reflects the interrelation and integration of the WP activities and deliverables.
- Individual activities of PPs will be taken by the PPs in conjunction with the LP. The PSG will ensure and facilitate internal communication among PPs.
- General project budget will be taken by PSG.
- Individual budget of PPs will be taken by the PPs in coordination with the LP.
- Request for the exclusion and addition of PPs will be taken by PSG.

## Article 12: Third party contracts, liability and outsourcing

In the case of cooperation with third parties including but not limited to sub-contractors, with regard to the project, the relevant PP remains solely responsible towards the other PPs concerning compliance with its obligations as set out in the programme manual. Whenever it is relevant for other PPs, PPs must inform each other about the scope of such contracts and the names of the contracted parties.

Should a PP not comply with its obligations, this PP shall be the sole responsible for damages and costs resulting from this non-compliance.

The Partners shall perform the work they assume within the scope of the Collaborative Project in an orderly fashion and to the best of their knowledge taking into account the acknowledged state-of-the-art of the associated science and technology. The Partners do not give any warranty to the effect that the results of work they produce arising from this cooperation are free from third-party intellectual property rights or to the effect that specific Results of Work will be achieved. However, as soon as a Partner becomes aware of such intellectual property rights, this Partner shall inform the other Partners accordingly. Furthermore, the Partners assume no liability for the achievement of a specific research and development goal or for the technical and economic usability of the results. Likewise, no Partner is liable for the fact that the usage rights granted by him can be exercised free of third-party rights.

The Partners are only liable to each other in the event of wilful misconduct or gross negligence. Liability for indirect damages as well as consequential damages is excluded except in the case of intent.

Limitations and/or exemptions from liability shall not apply in the event of death, injury or damage to health, nor shall they apply in the event of claims under the German Product Liability Act or in any other case of other mandatory liability.

As part of the cooperation, the Partners will transmit the information with the care customary in their own affairs. The Partners are not liable for the correctness and completeness of the information provided by them under this agreement, nor for damages of any kind resulting from the use of this information, neither during the duration of the cooperation nor after the end of the Agreement. The provisions of Article 10 shall remain unaffected.

In deviation from § 426 of the German Civil Code, the partners agree to be only liable for third party claims internally according to their share of fault and undertake to indemnify each other from further claims.

## Article 13: Assignment, legal succession

In case of legal succession, e.g. where the LP or any PP changes its legal form, the LP or PP is obliged to transfer all duties and obligations under this contract to its successor. Legal succession shall be formalised in a project data modification.

### Article 14: Amendment of the partnership agreement

Amendments to the partnership agreement must be properly documented. If applicable in accordance with the rules and procedures as set out in the programme manual, the LP presents the amended partnership agreement to the relevant programme body without undue delay.

### Article 15: Termination

The partnership agreement must be terminated as a consequence of termination of the subsidy contract. Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after project closure, such as recoveries or document retention for audit and evaluation purposes.

### Article 16: Dispute settlement

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should whenever possible be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

# Final Provisions

The partnership agreement is written in English. If this document is translated into another language, the English version will be the binding one.

In case of conflicting clauses or interpretation thereof between this agreement and the subsidy contract, the subsidy contract takes precedence.

If any provision in this partnership agreement should be wholly or partly ineffective, the parties to the partnership agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Amendments and supplements to the present agreement must be in written form. Consequently, any changes to the present agreement will only be effective if they have been agreed on in writing.

# Signatures

**Lead Partner – City of Stuttgart**

represented by **Peter Pätzold**

| Signature | Date |
| --- | --- |

**Partner 2 – University of Stuttgart**

represented by **Anna Steiger**

| Signature | Date |
| --- | --- |

**Partner 3 – TU Dortmund University**

represented by **Andrea Bartkowski**

| Signature | Date |
| --- | --- |

**Partner 4 – French Geological Survey**

represented by **Philippe Freyssinet**

| Signature | Date |
| --- | --- |

**Partner 5 – Urban community of Lens Lievin**

represented by **Sylvain Robert**

Signature Date

**Partner 6 – City of Brussels**

*The City of Brussels, represented by its Board of Mayor and Eldermen, in which name are signing Benoit Hellings, First Elderman for Climate and Sport, and Dirk Leonard, City Secretary, in execution of a decision of the City Council of the 9th of September 2024.*

*Regarding the signature by the City of Brussels, this agreement is concluded under the resolutive condition of suspension and/or annulment by the supervisory authority to which the City is subject, of the decision of the Municipal Council approving this agreement.*

| Signatures | Date | Place |
|---|---|---|
| Benoit Hellings, first Elderman of Climate and Sport | | |
| Dirk Leonard, City Secretary | | |

**Partner 7 – Coordination Senne**

represented by **Dolores Baita**

Signature Date

**Partner 8 – Université libre de Bruxelles**

represented by **Daniele Carati**

| | |
|---|---|
| Signature | Date |

**Partner 9 – Municipality of Zwolle**

represented by **Peter Snijders**

| Signature | Date |
| --- | --- |

**Partner 10 – Deltares**

represented by **Dirk-Jan Walstra**

| | |
|---|---|
| Signature | Date |