

STAD MECHELEN
Gemeenteraad – Uittreksel uit de notulen
Vergadering van 23 mei 2017 - Openbare zitting

Aanwezig: Rita Van den Bossche, voorzitter
Bart Somers, burgemeester
Marc Hendrickx, Walter Schroons, Greet Geypen, Marina De Bie,
Katleen Den Roover, Björn Siffer, Christiaan Backx, Stefaan Deleus,
Koen Anciaux, schepenen
Frank Nobels, Hamid Riffi, Fabienne Blavier, Alexander Vandersmissen,
Kristof Calvo, Martine De Raedemaeker, Patrick Princen, Toon
Diependaele, Wesley Doms, Patricia Verbeeck, Freya Perdaens, Anne
Delvoye, gemeenteraadsleden
Erik Laga, stadssecretaris
Jan Bal, adjunct-stadssecretaris

34. DUURZAME ONTWIKKELING. Goedkeuring van extra samenwerkingsovereenkomst met TU Delft in het kader van het Europees Interregproject Triple A.

De beslissing wordt genomen met eenparigheid van stemmen.

Motivering

Voorgeschiedenis

- Besluit gemeenteraad van 27 maart 2012 – punt 17: goedkeuring ondertekening van het Burgemeestersconvenant voor lokale duurzame energie.
- Beleidsverklaring: hoofdstuk 3: klimaat en milieu: Mechelen maken we tegen 2030 klimaatneutraal.
- Besluit gemeenteraad van 25 februari 2014 – punt 25: Goedkeuring indiening bij de Europese Commissie van de CO₂ nulmeting van het grondgebied Mechelen, business as usual scenario's en duurzaam energieactieplan bij de Europese Commissie.
 - CO₂ nulmeting (baseline emission inventory- kortweg BEI)
 - Duurzaam energieactieplan (sustainable energy action plan- kortweg SEAP): Stappen op weg naar een klimaatneutraal Mechelen.
- Besluit college van 16 januari 2015. Goedkeuring van de projectaanmeldingen Interreg Grensregio en Interreg 2 Zeeën.
- Gemeenteraad 26 januari 2016: Goedkeuring indiening bij de Europese Commissie, in het kader van het Convenant of Mayors van de:
 - 1) CO₂ nulmeting stad Mechelen (monitoring emission inventory -kortweg MEI).
 - 2) Update Actieplan Duurzame Energie (sustainable energy action plan - kortweg SEAP).
 - 3) Feedbacknota op de opmerkingen van de Europese Commissie.
- Besluit college 29 april 2016: Europese subsidies: Interreg 2 Zeeën programma. Goedkeuring indiening projectvoorstel Triple A in 2de fase.
- Besluit college van 23 september 2016: Aktename van het resultaat van de Europese projectaanvragen en goedkeuring van de volgende stappen.
- Besluit college van 9 november 2016: Europese subsidies: Interreg 2 Zeeën programma. Doorverwijzen opname van budgetten naar budgetwijziging nr. 3/2016 (onder voorbehoud van goedkeuring van Toezichtscomité op 25/11/2016) en het geven van opdrachten.
- Besluit college van 23 december 2016: Europese subsidies. Aktename goedkeuring Triple A en Water Resilient Cities (WRC) en overzicht.
- Besluit college van 24 februari 2017: Europese subsidies: Interreg 2 Zeeën programma – Triple A. Opname correctie budgetten in budgetwijziging nr. 1/2017.
- Besluit college van 12 mei 2017 – punt 27 : Principiële goedkeuring van extra samenwerkingsovereenkomst Triple A. Verwijzing naar gemeenteraad.

Feiten en context

Triple A: algemeen

- "Stimulating the Adoption of low-carbon technologies by home-owners through Increased Awareness and easy Access" gaat om het aanmoedigen van particulieren tot klimaatneutrale renovatie van hun woning.
- Om deze marktversnelling te bereiken, verenigt 7 lokale besturen die de ambitie hebben om een echte marktversnelling aan te gaan en de lage C-emissietechnologieën te introduceren bij private huiseigenaars wordt er in co-creatie en gebruik gemaakt van de Triple A methode, die:
 - Bewustmaking verhoogt van de verschillende lage-C-emissie technologieën
 - Tegelijkertijd de toegang voorhoogt bij de huiseigenaren afhankelijk van de individuele noden en bronnen (o.a. door goed webportaal)
 - Resultierend in een verhoogde toepassing en reductie van CO₂ emissies van 5.000 ton/jaar.

Voor Mechelen wordt er concreet op 6 taken ingezet:

- Het koppelen van het uitgewerkte webportaal door TU Delft en UGent, waar de burger een goede inschatting kan maken van energiebesparing, CO₂ uitstoot en implementatiekost van de verschillende energiebesparingsinvesteringen. Momenteel ontbreekt in Vlaanderen en de andere partners een goede berekeningstool.
- Het uitrollen van huisenergiemanagementsystemen (met Eandis) en de slimme meters die er al zijn in Mechelen, slimmer gaan gebruiken en inzetten.
- Samen met Eandis op zoek gaan naar woningen van burgers die willen experimenteren met de opslag van zonne-energie in batterijen binnen dit project.
- Collectieve renovatie van woningen: 30 woningen gaan renoveren naar BEN niveau en het liefst naar 50 kWh/m² en deze burgers aan zetten om ambassadeur te worden zodanig dat op hun beurt nog meer burgers aangezet worden om energiezuinig te renoveren.
- Het uitwerken en het uittesten en gebruiken van een mobiele pop-up duurzaam bouwadviescentrum als voorbeeldproject van de nieuwe technologieën dat ingezet wordt bij de collectieve wijkrenovatie (naar het vb. van de populaire Kyotomobiel van de provincie Vlaams-Brabant)
- Communicatie maakt een essentieel onderdeel uit van het Europees project Triple A. Uiteraard zal dit gebeuren in de campagne Mechelen Klimaatneutraal die in 2015 werd uitgewerkt.

Programma:

Interreg 2- Zeeënprogramma

Projectleider:

TU Delft

Partnerschap:

Antwerpen, Breda, Kent County Council, Public Service for Energy Efficiency (PSEE) in Picardië, Rotterdam, Oostende, Universiteit Gent, Eandis

Duur project

01/01/2017-31/12/2020

Budget:

De totale projectkost van Triple A is 5 297 095,30 euro. De totale projectkost voor Mechelen is 461.665,00 euro, waarvan de subsidie 276.999,00 euro (60%) is.

Triple A: Extra Samenwerkingsovereenkomst

- Goedkeuren samenwerkingsovereenkomst :
 - In de vergadering van 23 december 2016 heeft het college:
 - o reeds kennis genomen van de goedkeuring van het Triple A
 - o Goedkeuring gegeven om de partnerovereenkomst te laten ondertekenen door de stadssecretaris.
 - De stad Mechelen dient net als alle andere partners een extra samenwerkingsovereenkomst aan te gaan met de projectleider TU Delft. De

projectleider TU Delft is vragende partij om voor het verdere verloop van Triple A in goede banen te leiden. In deze samenwerkingsovereenkomst worden de rechten en plichten tussen de projectleider en de stad Mechelen vastgelegd (vb. communicatie, uitvoering en opvolging project, regeling betalingen).

- Hierbij in bijlage zit de voorlopige versie van de extra samenwerkingsovereenkomst waarbij de stad opmerkingen dient te geven voor 15 mei 2017. Op 21 mei 2017 ontvangt de Stad pas de definitieve samenwerkingsovereenkomst (met alle aanvullingen van de verschillende projectpartners).
- Deze samenwerkingsovereenkomst dient tegen 25 mei 2017 gehandtekend te worden. De goedkeuring van deze extra samenwerkingsovereenkomst wordt geagendeerd op de gemeenteraad van 23 mei 2017.

Visum financieel beheerder krachtens artikel 160 §2 van het gemeentedecreet

Visum verleend

Argumentatie

Het college stelt voor aan de om de extra samenwerkingsovereenkomst met TU Delft in het kader van het Europees project Triple A door te verwijzen naar de gemeenteraad. Dit omwille van de volgende redenen;

- Het project is budgetneutraal en sluit aan bij de beleidsdoelstellingen.
- Dit project helpt het duurzaam energieactieplan (SEAP) uitvoeren in het kader van de Conventie of Mayors. Het project Triple A omvat verschillende acties die samenhangen- het zijn geen gefragmenteerde elementen.
- Isoleren van woningen is een zeer kostenefficiënte maatregel die zichzelf terugverdient.
- Energiepunt Mechelen verstrekt momenteel ook goedkope leningen (0% of 2% JKP-jaarlijks kostenpercentage) voor de installatie van energiebesparende maatregelen. Er wordt dan ook een stijging in aantal leningdossiers verwacht bij uitvoering van dit project.
- Alle partners dienen dezelfde extra samenwerkingsovereenkomst aan te gaan met de projectleider TU Delft.
- Deze extra samenwerkingsovereenkomst is noodzakelijk voor de projectleider TU Delft en noodzakelijk om het project Triple A verder uit te werken. Het is momenteel nog een voorlopige versie aangezien alle partners nog opmerkingen kunnen geven tot 15 mei 2017, maar er wordt wel verwacht dat alle partners deze extra samenwerkingsovereenkomst gehandtekend hebben voor 25 mei 2017.

Financiële gevolgen

- Bij het uitwerken van het projectvoorstel Triple A bij indiening, werd reeds aangegeven door de projectpartner TU Delft dat er verwacht werd dat alle verschillende projectpartners de cofinanciering op zich gingen nemen van de TU Delft. Dit werd ook zo afgesproken met de Universiteit van Gent die het overkoepelende werkpakket communicatie voor zich gingen nemen.
- In de collegevergadering van 9 november 2016 werden alle nodige budgetten doorverwezen naar de BW3/2016 waar alle nodige budgetten opgenomen werden in het meerjarenplan via de budgetwijziging. Voor Mechelen betekende dit concreet dat er 14.000 euro voorzien werd (gebaseerd op eerdere ramingen van de projectleider TU Delft) op de budgetsleutel 2017/6490110/50/0350/01, actienummer 2017160481, nummer raming 2017001952.
- Bij de eerste partnermeeting eind januari 2017, bleek dat het oorspronkelijk geraamde bedrag iets hoger ging liggen. Er werd reeds 3 500 euro overgezet van een andere budgetsleutel via een IKA.
- In de uitgewerkte extra partnerovereenkomst die nu voorligt, blijkt dat de Stad Mechelen 13 520 euro dient te betalen als toelage aan de TU Delft en 3 881 euro aan de Universiteit Gent.
- Na contact opgenomen te hebben met de dienst financiën, bleek dat deze budgetsleutel budgetsleutel 2017/6490110/50/0350/01, actienummer 2017160481, nummer raming 2017001952 van 17.500 euro gesplitst dient te worden naar een toelagesleutel voor de TU Delft en naar een toelagesleutel voor Ugent. Heel concreet dient er een nieuwe toelagesleutel 2017/6490110/50/0350/01 onder dezelfde actie voor een bedrag van 3 881 euro met leverancier UGent gemaakt te worden in de eerstvolgende budgetwijziging BW2/2017 met compensatie van de huidige budgetsleutel.

- In de voorlopige extra samenwerkingsovereenkomst is het nog niet duidelijk of deze kosten dienen betaald te worden in het jaar 2017 of 2018. Gelet op het feit dat alle partners nog opmerkingen kunnen formuleren, lijkt het aangewezen om dit voor het jaar 2017 te doen. De dienst financiën draagt de niet-gebruikte exploitatiebudgetten, specifiek voor Europese projecten over naar het volgende boekjaar.

Besluit:

Artikel 1

De gemeenteraad hecht goedkeuring aan de samenwerkingsovereenkomst met TUDelft in het kader van het Europees Interregproject Triple A.

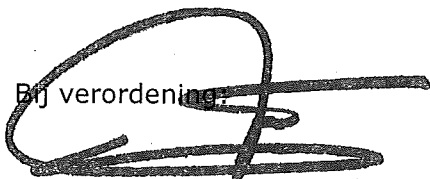
(bijlage)

Namens de gemeenteraad:

De stadssecretaris
(get.) Erik Laga

De voorzitter
(get.) Rita Van den Bossche

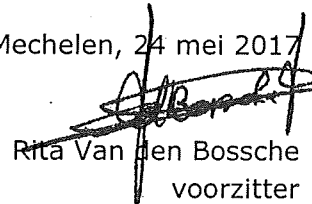
Voor eensluidend uittreksel:
NAMENS DE GEMEENTERAAD:

Bij verordening 

Erik Laga
stadssecretaris



Mechelen, 24 mei 2017


Rita Van den Bossche
voorzitter

ADDITIONAL PARTNERSHIP AGREEMENT “TRIPLE A” DRAFT VERSION 1.0 (Date 21-04-2017)

Project partner agreement governing the implementation of the
stimulating the Adoption of low-carbon technologies by home-owners
through increased Awareness and easy Access

“TRIPLE A”

project, part of the Interreg 2 Seas Mers Zeeën Programme

This Additional Partnership Agreement (the “Agreement”) is entered into on ----- (“Effective Date”),
by and between the following parties:

Lead Partner

1. **Delft University of Technology**
Stevinweg 1
2628 CN Delft
the Netherlands

Duly represented in this matter by: Mr K.C.A.M. Luyben

Partners

2. **City of Antwerp**
Grote Markt 1
2000 Antwerpen
Belgium

Duly represented in this matter by: Mr R. Verhaert

3. **City of Breda**
Claudius Prinsenlaan 10
4811 DJ Breda
the Netherlands

Duly represented in this matter by: Mr J.B. Scheltema.

4. **Kent Country Council**
1st Floor, Invicta House, County Hall
ME14 1XX Maidstone
United Kingdom

Duly represented in this matter by: Ms K. Stewart

5. **City of Mechelen**
Grote Markt 21
2800 Mechelen
Belgium

Duly represented in this matter by: Mr E. Laga

6. **Public Service for Energy Efficiency (PSEE) in Picardie**
5E Bvd du Port d'Aval
80000 Amiens
France

Duly represented in this matter by: Mr V. Pibouleu

7. **City of Rotterdam**
Wilhelminakade 179
3072 AP Rotterdam
the Netherlands

Duly represented in this matter by: Ms P.W. Verhoeven

8. **Autonomous Municipal Company – Energy Saving Oostende**
Vindictivelaan
8400 Oostende
Belgium

Duly represented in this matter by: Mr T. Germonpré

9. **Ghent University**
Sint-Pietersnieuwstraat 25
9000 Gent
Belgium

Duly represented in this matter by: Ms A. De Paepe

10. **Eandis**
Brusselsesteenweg 199
9090 Melle
Belgium

Duly represented in this matter by: Mr T. Vanhessche

The total budget for the project approved by the Interreg 2 Seas Mers Zeeën Programme Steering Committee's decision amounts to € 5.297.095,30

Hereinafter referred to jointly as the "Partners"

Whereas the following principles form the basis for the additional partner agreement:

- **The Triple-A: stimulating the Adoption of low-carbon technologies by home-owners through increased Awareness and easy - project**, referred to hereinafter as the "Project".
 - A grant application for the Project was submitted by the Lead Partner within the context of the Interreg 2 Seas Mers Zeeën Programme. The final form of this application, as approved by the Programme Steering Committee under the Interreg 2 Seas Mers Zeeën Programme, and the Subsidy Contract (signed between the Programme's Managing Authority and the Lead Partner) form the basis for the Project's implementation.
 - With respect to Project implementation, it is necessary for the Partners to set out their rights and obligations within the context of the Project.
 - All Partners are aware that the transnational and supra-regional nature of the Project is an important condition for obtaining and retaining a grant and that none of the Partners will be permitted to leave the partnership prematurely.

- The grant application sets out the information as provided by the Partners. One important condition for awarding a grant is the availability of co-financing. Each Partner is responsible for arranging its own co-financing and is deemed to be fully informed of the conditions under which the grant will be awarded and to have accepted these conditions.
- The Partners are aware that the Lead Partner is accountable to the Interreg 2 Seas Mers Zeeën Programme for the proper implementation of the Project, and is also responsible for complying with the obligations that arise from the grant awarded under the Interreg 2 Seas Mers Zeeën Programme, and that as a result of this responsibility, the Lead Partner is obliged to impose certain responsibilities and obligations on the other Partners in order to arrive at a reasonable partnership.
- The Lead Partner is responsible for the budgetary and financial management of the Project and must provide any information requested by the 2 Seas Mers Zeeën Programme Steering Committee. It will only be able to properly perform this duty if the present agreement obligates the Partners to maintain their accounts and records in a certain manner and to supply all information to the Lead Partner as soon as possible upon request.
- The Subsidy Contract is an agreement concluded between the Interreg 2 Seas Mers Zeeën Managing Authority and the Project Partners – represented by the Lead Partner – setting out details of the conditions under which a grant will be awarded. The Subsidy Contract is issued by the Interreg 2 Seas Mers Zeeën Managing Authority.
- The Partners are aware that it is the Lead Partner's task to distribute the grant monies between the Partners in the prescribed manner and that the Lead Partner can therefore only meet the payment obligations towards the Partners if it has received the monies to do so in its account.
- With respect to projects supported by European grants, the customary period for retaining documents is a four year period from the date when the final ERDF balance is paid to the project (paragraph 1 of Article 140 Regulation (EU) No 1303/2013). As the European Commission has the option of extending the obligatory retention period for financial documents within that period, the option of extending this period must form part of the present agreement.
- Each Partner is directly accountable to the Lead Partner for proper implementation of its portion of the Project and for properly performing and complying with its duties and obligations as set out in the present agreement and annexes.
- The Partners are aware that the conditions under which the grant will be awarded will allow little scope for altering or adjusting the Project. The Partners will make every reasonable effort to comply with the request of any Partner to alter or adjust the Project, but they are not obligated to implement the alteration or adjustment requested.

Article 1 Terms and definitions

In the present agreement, the following terms will have the meanings assigned to them below:

- **Lead Partner:** the organisation responsible for the entire Project and to whom the Subsidy Contract with confirmation of Community aid is addressed. The Lead Partner is accountable directly to the Programme Steering Committee with respect to the proper implementation of the Project. The Lead Partner organises the Project activities and meetings and is responsible for overall management. These activities can be contracted out to an external organisation.
- **Partners:** the organisations responsible for the regional activities carried out within the context of the Project, and for coordination of these activities. They see to it that the Project is carried out in accordance with the final application form approved by the Programme Steering Committee. The Lead Partner is also a Partner.
- **Programme Steering Committee:** the programme committee consisting of representatives of national and regional authorities in the Programme area and responsible for jointly selecting projects within the Interreg 2 Seas Mers Zeeën Programme and providing coordinated supervision of Interreg 2 Seas Mers Zeeën Programme implementation.
- **Joint Secretariat:** the 2 Seas Mers Zeeën secretariat, which is located in Lille (FR). The Joint Secretariat is responsible for the everyday running of the Interreg 2 Seas Mers Zeeën Programme.
- **Subsidy Contract:** the contract awarding the Project grant and setting out the associated conditions. The Contract is issued by the Interreg Programme Managing Authority, and is addressed to the Lead Partner. The Lead Partner signs this contract on behalf of all the Partners, thereby accepting the conditions under which the grant is being awarded. In doing so, it binds all the Partners to the contents of the Subsidy Contract.
- **Project application:** the project proposal, including action plan, schedule, itemised budget and communication plan, as specified in the final grant application form sent to the Programme Steering Committee. The project proposal also sets out the key aims for the entire Project period.
- **Project Progress Report:** a report which the Lead Partner submits to the Joint Secretariat once a year. The report shall cover the period from 01/01 to 31/12 of each year N, and shall be submitted by the LP via the EEP by the 31st January of each year N+1.

- **Payment Claim:** list of actual costs incurred within the reporting period.
- **Project coordinator:** the person whom the Lead Partner has appointed to be responsible for the overall coordination of the content development of the project, scientific monitoring of activities and results and overall proper implementation of the Project.
- **Project manager:** the person appointed by Lead Partner who is responsible for the operational implementation of the Project including all non-content related activities in the project such as planning and organisation of meetings, assuring proper decision taking, overall monitoring of progress and budget control on the partnership level.
- **Financial Manager:** the manager appointed by the Lead Partner to coordinate and take responsibility for the proper financial management of the Project.

To oversee the correct implementation of the Project, the following committee is established:

- **Steering Committee:** the decision-making body within the partnership, whose members will be the persons authorised by each Partner to take decisions. Each Partner will appoint one such person. Each member will have one vote. The Steering Committee will be chaired by the Project Coordinator of the Lead Partner. Any proposed alterations or adjustments to the Project must be submitted in advance to the Steering Committee for its approval. The Steering Committee will supervise the progress of the Project and all Partners are obligated to provide the fullest information possible at the Steering Committee's first request. The Steering Committee will meet twice every year and further at the request of the chair, the Partners or on its own initiative.

Article 2 Scope and validity of agreement

- 1 The conditions set out in this agreement will apply to all actions taken by the Partners within the context of implementing the Project. These conditions will also be deemed to form part of any further agreements to be concluded with respect to this Project.
- 2 Deviations from these conditions will only apply insofar as they have been agreed between all the Partners in writing.
- 3 Other conditions and/or standing rules, regardless of their nature or form, will not apply to the legal relationship between the Partners, unless and insofar as they have been included in an Annex to the present agreement.
- 4 By signing this agreement, the Partners will be deemed to accept these conditions.
- 5 If any conditions set out in this agreement must be regarded as null and void, invalid or as voidable in a specific case under the Lead Partner's national law or European legislation, such

conditions will be deemed to have been modified in such a way in that specific case that their nullity, invalidity or voidableness can no longer be invoked.

- 6 This agreement and any actual or juristic act to be performed under the terms of this agreement will be subject to the law of the Netherlands without prejudice to the Partners' obligation to comply with their obligations under the law of the European Community and their own national law.
- 7 The agreement will be drawn up solely electronically with all 10 partners signatures. The annexes will be numbered consecutively in the order in which they are published. Each Partner will receive a digital copy of the annexes so drawn up.
- 8 The Subsidy contract will be attached to the agreement as Annex 1, along with the project's approved final application form; these documents will form part of the present agreement. All the Partners will be deemed to be familiar with the contents of the Subsidy contract and the project's approved final application form and to understand and accept these contents.
- 9 The Partnership Agreement will be attached to the agreement as Annex 2; this document will form part of the present agreement. All the Partners will be deemed to be familiar with the contents of the Partnership and to understand and accept these contents.
- 10 In the event that the present agreement and annexes are translated, the English version, as signed by the Partners, will be regarded as the applicable version.
- 11 Should agreements be concluded with third parties or investments be made with respect to the Project implementation, all the relevant provisions under European law, including – but not restricted to – the provisions set out in Articles 30, 32 and 59 of the EC Treaty, in the EC Regulations concerning public procurement and procurement in the utility sectors, and in EC legislation on the environment, must be complied with. Each of the Partners will guarantee that in its portion of the Project it will correctly comply with the provisions set out under European law.

Article 3 Term of the agreement

- 1 This agreement will be entered into for the duration of the Project. The agreement will enter retro-effectively on the starting date of the Subsidy Contract, i.e.: 25 November 2016. It will remain in effect until the Lead Partner has fully discharged its obligations under the Project.
- 2 If the agreement enters into effect before the date which the Programme Steering Committee has selected as the starting date for qualifying expenditure as eligible, any costs incurred by the Partners prior to this date will be regarded as non-eligible and will be paid by the Partner that incurred these costs, unless the Partners agree otherwise in writing prior to such costs being incurred.
- 3 After the Joint Secretariat have approved the final Project Progress Report and the final Payment Claim, the agreement will terminate on the date on which each of the Partners has collected its share of the final transfer of funds intended to settle up the grant awarded within the context of the Project.
- 4 The agreement will terminate at the end of the period agreed, unless the Partners agree in writing to renew the agreement.

- 5 The agreement can only be terminated prematurely by means of a decision taken by the Steering Committee which also makes arrangements regarding the consequences of such premature termination. Any such decision must have the prior consent of the Joint Secretariat.
- 6 The obligations related to retaining documents and any liability which arises from improperly implementing or omitting to implement the Project will persist even after the agreement has ended.

Article 4 Amending the agreement

- 1 If it becomes clear while implementing the Project that the actual circumstances impede proper implementation, the Partners, acting jointly or individually, will inform the Steering Committee in good time about the problems which have arisen and, if possible, make suggestions for amending the agreement and/or annexes which form part of the agreement. Within the context of this agreement, amendment will also be taken to mean adjustment, supplement or restriction.
- 2 The Steering Committee will discuss the problems referred to in Article 4.1 and investigate possible solutions within the agreement before suggesting any solutions which make it necessary to amend the agreement and/or the accompanying annexes.
- 3 The Steering Committee will decide which of the solutions is to be implemented. If its decision involves an amendment to the agreement and/or the accompanying annexes which requires it to consult the Joint Secretariat, or to have the approval of the Joint Secretariat, the Steering Committee must first engage in the required consultations and/or obtain the required approval. Such decision shall be clearly noted in the Minutes of the Steering Committee.
- 4 Any amendment to the original agreement will be noted in the text and will be attached to said agreement as an annex. If the amendment is one which has the official approval of the Joint Secretariat, the annex need not be initialled by all the Partners.
- 5 Any amendment to the agreement which is introduced in the aforementioned manner will be binding on all the Partners.

Article 5 Working language

- 1 The working language for this Project is English.
- 2 All Partners must draw up their written documents in English before submitting them to the Lead Partner or other Partners. Any extra expense associated with having the documents translated will be paid by the Partner which has submitted the document.

Article 6 Transfer of partner position and calling in third parties

- 1 If the legal form of a Partner is altered while the agreement is in effect, or if a Partner is involved in a merger or division or is succeeded by general and universal title, the new entity will be deemed to have assumed the position of the original Partner. If it becomes apparent that not all the obligations under this agreement have been lawfully assumed and performed by the new entity, neither the old entity nor the new one may derive any rights from this agreement.

- 2 In the situation referred to in Article 6.1, the Partner concerned will immediately inform the other Partners in writing, taking care to adequately describe the consequences – including any change in its representative authority – and to report its new name and address details where applicable.
- 3 The Partners will not be entitled to transfer their rights and obligations under the agreement (hereinafter referred to as the “Partner Position”) to another party within the context of the Project without the written consent of all other Partners and the Joint Secretariat. After transferring its Partner Position, the original Partner will remain jointly and severally liable with the new Partner for the proper implementation of the Project.
- 4 The Partners will be entitled to call in third parties to assist in implementing the Project, without prejudice to their responsibilities and liability under the present agreement.
- 5 A Partner that calls in third parties to assist in performing the agreement will be wholly liable for and towards these third parties and will hold the remaining Partners harmless in this respect.
- 6 Cooperation with third parties including subcontractors shall be undertaken in accordance with the procedures set out in EU public procurement directives.

Article 7 Decision-making under the agreement

- 1 It will be necessary within the context of Project implementation to take decisions concerning the general progress of the Project as well as the progress of the Project at interregional and regional level.
- 2 Unless the project proposal indicates otherwise, the Steering Committee will determine which decisions will be taken. It will document this in the minutes of its meetings.
- 3 The Steering Committee is composed by one representative of each Partner who is entitled to speak and take decisions on behalf of his/her organisation. It shall be chaired by the Project Coordinator of the Lead Partner and assisted by the Project Manager and Financial Manager.
- 4 Meetings of the Steering Committee will be held at a location to be selected by the Lead Partner.
- 5 The persons who belong to the Steering Committee will receive a convening notice for a meeting no later than two weeks prior to the date of the meeting, unless an urgent matter has made it necessary to convene a meeting without delay, in which case a shorter period may apply. This period may not, however, be so short that the said members are not given a reasonable time to attend the meeting.
- 6 A substitute may take the place of the person designated as the Partner’s representative on the Steering Committee, provided that the substitute has the same representative authority.
- 7 The agenda for a meeting of the Steering Committee will be set by the Lead Partner, with the remaining Partners being entitled to propose additional agenda items up to a week before the meeting. In the case of urgent meetings, the Partners will be entitled to propose additional agenda items during the meeting, with the exception of amendments to the agreement.
- 8 If a Partner is represented at a meeting, it is entitled to cast one vote. The Steering Committee will take decisions by a simple majority based on a minimum of 75% representation of partners (the Quorum). A proposal will be deemed to have been rejected if a simple majority of the Partners represented at the meeting have rejected it. Partners that are not represented at the meeting will

- be entitled to cast their vote in writing prior to the meeting by sending their statement to the Lead Partner or will be entitled to cast their vote during a virtual representation by teleconference.
- 9 The minutes of meetings of the Steering Committee will be sent to each Partner and will be regarded as having been approved if, within two weeks of the minutes being sent, none of the Partners notifies the Lead Partner in writing that it has not approved the minutes. If the minutes are not approved, a note will be made of the item for which approval has been withheld along with the name of the relevant Partner, and the remaining minutes will be deemed to have been approved. The approved minutes may be attached to the agreement as an annex, but they are equally binding on the Partners even if they are not.
 - 10 The Lead Partner may ask the Joint Secretariat to advise it or mediate on its behalf at any time, either on its own initiative or at the request of one of the Partners.

Article 8 Partners' general obligations

- 1 All Partners will be deemed to be familiar with the statutory rules under European law, national statutory regulations, orders, decrees and rulings, permits and exemptions which are relevant for the performance of the present agreement, specifically with respect to their own portion of the Project. The implications associated with compliance with these rules, regulations, permits and exemptions will be at the expense and risk of the Partner whose portion of the Project is affected.
- 2 The Partners guarantee that in performing the agreement, they will comply with all regulations and other rules referred to in Article 8.1. If for any reason whatsoever a Partner has not obtained the permits or exemptions or has not completed any other formalities required for the Project in good time or at all, or if it has not followed the prescribed procurement rules in good time or at all, that Partner will be deemed to have failed in its part of the Project under the terms of the present agreement.
- 3 The Partners will make every effort to complete implementation of the project in accordance with the project proposal and any changes to that proposal.
- 4 The Partners will cooperate on the agreed procedures and will provide the information required to perform the agreement properly as quickly as possible at another partner's request. The Partners will act prudently towards one another and refrain from harming one another's interests unnecessarily, either within or outside the context of the present agreement.
- 5 The Partners must notify the Lead Partner by registered letter within two weeks of any change in their address, name or representative. The Lead Partner will immediately pass on these changes in writing to the remaining Partners. Changes which are not notified in writing in the prescribed manner cannot be invoked against the other Partners.

Article 9 Lead Partner's obligations

The duties and obligations of the Lead Partner as set out in this agreement and the accompanying annexes (for example the project's approved final application form) include the following:

- To appoint the Project Coordinator, who has general operational responsibility for implementing the Project together with the assistance of the Project manager and the Financial Manager;
- To start up the Project in accordance with the project proposal;
- To implement the Project as a whole while keeping to the schedule referred to in the project proposal, and to perform the obligations arising from the grant awarded under the Interreg 2 Seas Mers Zeeën Programme;
- Supervise the publicity and public information initiatives described in the Communication Action Plan to be implemented by partner **Ghent University**;
- To take receipt of the grant money paid out under the Interreg 2 Seas Mers Zeeën Programme and to distribute the share of the aforementioned grant money accruing to each Partner by virtue of this agreement;
- To manage and if necessary verify the way grant money provided under the Interreg 2 Seas Mers Zeeën Programme has been spent;
- To oversee the entire Project administration, and to prepare all documents required for the final audit;
- To draft and submit periodic progress reports and a final report, to update budget-related documents, requests for payment and financial reports and to apply to the Joint Secretariat specifically to adjust the size of the budget or the budget term.

Article 10 Partners' obligations

The duties and obligations of the Partners as set out in this agreement and the accompanying annexes (for example the project's approved final application form) include the following:

- To coordinate and undertake interregional activities as agreed between all the Partners;
- To implement that portion of the Project for which it is responsible either as a contributing partner or as a Work Package Leader, and to perform the obligations arising from the grant awarded under the Interreg 2 Seas Mers Zeeën Programme;
- To make co-financing available as reported in the project proposal for that portion of the region for which they are responsible and for joint activities;
- To organise local partnerships in their region;
- To draft activity reports as well as the budgetary and financial reports which must be submitted to the Lead Partner;
- To notify the Lead Partner immediately in writing of any events that may bring about a temporary or permanent interruption in or any other deviation from the Project;
- To elicit the involvement of the observer groups in their regions, their participation in the Project, and their cooperation with respect to publishing the project results;

- To participate in activities undertaken by the Steering Committee.

Article 11 Reporting

- 1 The Partners will provide the Lead Partner with all the information that it needs in the prescribed form to draw up the mandatory reports for the Project as well as all other reports on activities, requests for payment and other documents requested by the Joint Secretariat. The information so requested will be furnished to the Lead Partner as quickly as possible and in the most complete form possible.
- 2 The Partners will provide the Lead Partner with copies of all documents and newspaper cuttings promoting the Project at regional level.
- 3 The Lead Partner will systematically send each Partner copies (including copies of original documents) of the reports, accounts, requests for payment and other documents to be specified at a later date which have been submitted to the Joint Secretariat.
- 4 The Lead Partner will inform the Partners on a regular basis about any relevant communication between the Lead Partner and the Joint Secretariat.
- 5 Project timeplan of the the reporting is set out in the Project Monitoring Plan. The Project Monitoring Plan will be attached to the agreement as Annex 3, this document will form part of the present agreement. All the Partners will be deemed to be familiar with the contents of the Project Monitoring Plan and to understand and accept these contents.

Article 12 Financial management and budget adjustments

- 1 The Lead Partner will be responsible for drafting and routing Payment Claims, and for drafting and routing requests to adjust budgets.
- 2 In accordance with the Interreg 2 Seas Mers Zeeën 2014-2020 Crossborder Cooperation Programme rules, Partner requests to adjust budgets must be submitted to the Lead Partner, who will collect the requests and, before taking further action, consult the Steering Committee. The Lead Partner will inform the Partners of the further steps to be taken.
- 3 The project budget which has been approved by the Programme Steering Committee will be decisive for the total eligible expenditure as well as for the various expenditure categories.
- 4 Immediately upon receipt of the first payment, the Lead Partner will route payments made by the Interreg 2 Seas Mers Zeeën Programme to the other Partners on the basis of the actual costs, after submission of sufficient documentary evidence for the expenditure. If the Commission's payment is at odds with the actual costs, payment will be in proportion to the region's share in the overall Project.
- 5 The Lead Partner will be responsible for the general overall Project administration, as distinct from the separate accounts kept by each separate Partner on that portion of the Project for which the Partner is responsible.
- 6 Activities concerning the overall Project as such may only commence after the Steering Committee has approved them and the budget specifications described in the individual proposal.

If the actual overall cost of these activities is expected to exceed the budget reserved for them, the Steering Committee will be so notified.

- 7 In the event that the notification referred to in Article 12.6 is given, the Steering Committee will also determine how to distribute the extra costs of the general/interregional activities. The basic principle is that the extra costs will be divided between the Partners in proportion to each region's share in the overall Project.
- 8 The Lead Partner's financial policy and policy on administrative monitoring and reporting (and the instructions and requests which it issues to the remaining Partners in this connection) will be based on the Lead Partner's interpretation of the rules and regulations relating to the Project in general which are stipulated in the Interreg 2 Seas Mers Zeeën Programme.
- 9 The Lead Partner will make a reasonable effort to obtain clarification and/or assistance with respect to the rules and regulations referred to above and the interpretation thereof. Such an effort will serve to avoid differences in opinion between the Lead Partner and the Programme Steering Committee, which could cause the Programme Steering Committee to cancel or reclaim grants awarded to one or more Partners.
- 10 The Lead Partner will not be responsible and/or liable vis-à-vis the other Partners for any negative repercussions should the Programme Steering Committee disagree with the Lead Partner's interpretation and/or approach to the relevant rules and regulations.
- 11 The Lead Partner shall quantify shared overall project management costs of the Lead Partner and overall communication costs of the Ghent University and Partners agree that these shall be met by the Partnership as a whole. The Lead Partner budget for these shared costs, in the approved Application is € 199.663,-. The Lead Partner and Partners agree that all Partners will contribute to the 40% co-financing of these costs, using the following principles:
 - a) each Partner will contribute a % share of the necessary co-financing of the Lead Partner costs (40% co-financing needed) using the Partner's % share of Project ERDF received, according to the table 1 below
 - b) each Partner will contribute a % share of the necessary co-financing of the Ghent University costs (40% co-financing needed) using the Partner's % share of Project ERDF received, according to the table 2 below
 - c) the Lead Partner will be reimbursed by means of a prepayment, which will be settled before dd/mm/yyyy, for Partner's resulting cost contributions of the respective Partner amounts from the ERDF that the respective Partner receives in that Claim;
 - d) Ghent University will be reimbursed by means of a prepayment, which will be settled before dd/mm/yyyy, for Partner's resulting cost contributions of the respective Partner amounts from the ERDF that the respective Partner receives in that Claim;

Using these principles, the precise Partner contributions for each Claim will be calculated and notified in advance, when each Claim occurs, to each Partner and the Steering Group.

Partners' contribution to the management and communication costs:

Table 1:											
Management costs Delft University of Technology:											
Workpackage 5 & 6	€	387.831									
Interreg funding (60%)	€	232.698									
to be covered by partners:	€	155.132									
Contribution partners (incl. LP)	Partner 1 (LP)	Partner 2	Partner 3	Partner 4	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10	Total
percentage of budget	13%	13%	8%	12%	9%	10%	17%	8%	7%	2%	100%
total contribution	€ 20.748	€ 20.706	€ 13.060	€ 18.549	€ 13.520	€ 15.500	€ 25.750	€ 12.248	€ 11.620	€ 3.431	€ 155.132
Table 2:											
Communication costs Ghent University:											
Workpackage 6	€	111.326									
Interreg funding (60%)	€	66.796									
to be covered by partners:	€	44.530									
Contribution partners (incl. LP)	Partner 1 (LP)	Partner 2	Partner 3	Partner 4	Partner 5	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10	Total
percentage of budget	13%	13%	8%	12%	9%	10%	17%	8%	7%	2%	100%
total contribution	€ 5.956	€ 5.944	€ 3.749	€ 5.325	€ 3.881	€ 4.449	€ 7.391	€ 3.516	€ 3.336	€ 985	€ 44.530
Total contribution WPS & WP6	€ 26.703	€ 26.649	€ 16.809	€ 23.874	€ 17.401	€ 19.949	€ 33.141	€ 15.764	€ 14.956	€ 4.416	€ 199.663

Article 13 Project records

- 1 In accordance with the rules issued by the Interreg 2 Seas Mers Zeeën Programme and the rules governing eligible expenditure and the instructions issued by the Lead Partner, the Partners will maintain separate accounts for the Project.
- 2 The accounts will record all Project-related costs (expenditure) and earnings (income) in euros and in the Partner's own currency.
- 3 Financial accounts and/or other documents, including copies of all substantiating documents, will be submitted upon request to the Lead Partner – or an organisation appointed by the Lead Partner – according to a schedule set by the Lead Partner in the Project Monitoring Plan and with due observance of the instructions issued by the Lead Partner.
- 4 The Partners will be obligated to have their project records audited by an external auditor according to a schedule set by the Lead Partner in the Project Monitoring Plan.
- 5 The Lead Partner and each individual Partner will guarantee the reliability of its accounts and substantiating documents and all financial reports and documents drawn up by the Partner. The Lead Partner and Partners will be entitled at all times to request further information and documents.
- 6 If the Lead Partner considers that a Partner has not turned in the documents required, or if it has failed to comply with the programme rules governing the eligibility of expenditure, or to comply with them properly or in good time, the Lead Partner will ask the Partner to re-draft the financial documents and re-submit them.
- 7 In the event that a Partner repeatedly fails to perform the obligations referred to in this Article, the Lead Partner will be entitled to refuse to consider the request for payment submitted by the Partner. In such a case, the Lead Partner will be obligated to inform the relevant Partner as

quickly as possible in writing of its refusal to consider the request for payment and to present its reasons for doing so.

Article 14 Retaining and making documents available

- 1 Each Partner will be obligated to retain the original documents needed to allow the Project to be supervised and monitored. These documents include – but are not restricted to – the documents substantiating the expenditure, more specifically the eligible expenditure.
- 2 The documents referred to in Article 14.1 must be made available at the request of the Joint Secretariat/ Programme Steering Committee, the subsequent bodies of the European Commission, or of the person or organisation appointed by the latter, with the Partner being deemed to have retained the original document for itself.
- 3 The Lead Partner and each individual Partner must retain and file all their administrative and other documents for a four year period from the date when the final ERDF balance is paid to the project.
- 4 The Lead Partner will be entitled to obligate the other Partners to retain documents longer than the period referred to in Article 14.3. In order to do so, the Lead Partner must, within the period referred to in Article 14.3, order the Partners in writing to retain and file the documents for a longer period to be specified.
- 5 If national rules governing the retention of financial documents prescribe a longer period of time, the Partners must retain the documents for the period stipulated by their national law.
- 6 No Partner may invoke non-retention of the relevant documents against the other Partners, even after the period referred to in Article 14.3 has expired. The present Article is not intended to alter the Partners' position with respect to the burden of proof and each individual partner destroys documents at its own risk.

Article 15 Submitting cost itemisations and payment

- 1 In order to receive grant monies, the Partners must submit cost itemisations to the Lead Partner on time and in the specified manner.
- 2 Upon concluding the present agreement, each Partner must indicate whether and to what extent value added tax (VAT) can be reclaimed by its organisation. This point must be taken into account when the Partner draws up its cost itemisations.
- 3 Inaccuracies in the cost itemisations referred to in Article 15.2 will be at the expense and risk of the Partner which drew up the cost itemisation, with the proviso that its entitlement to a share of the VAT will lapse if it should transpire that VAT can be reclaimed after the Partner had indicated in the cost itemisation referred to in Article 15.2 that it could not be reclaimed, or if the in the Interreg 2 Seas Mers Zeeën Programme refuses to pay the relevant share of the VAT.
- 4 All Partners must submit their cost itemisations in euros. In the event that the costs have not been incurred in euros, the costs must be converted into euros on the cost itemisations at the average exchange rate as quoted on the European Commission website in the month in which the relevant costs were actually paid. If major fluctuations in exchange rates during the course of the project result in the relevant Partner exceeding the budget made available to it within the Project and the

Programme Steering Committee does not wish to pay out the entire cost itemisation for this reason, the Lead Partner will not be obliged to pay out a larger sum to the Partner than that approved by the Programme Steering Committee.

- 5 The Partner's claim will only be payable if and to the extent that the Lead Partner has received the relevant amount in its own account and it has been confirmed that the Partner is entitled to payment on the basis of the present agreement.
- 6 If a Partner fails to perform its obligations or to perform them on time, the Lead Partner will be entitled to suspend the payment obligations without the relevant Partner having any right to claim damages, interest or costs. The Lead Partner will inform the Partner in writing, stating its reasons, that the Lead Partner is invoking its right to suspend payment. As soon as the reason for invoking the right to suspend payment has ceased to apply, payment will be made.
- 7 If the Lead Partner fails to perform its obligations or to perform them on time, a Partner will be entitled to demand that the payment obligations are met with immediate effect. The Partner will inform the Lead Partner in writing, stating its reasons, that the Partner is invoking its right to demand payment.
- 8 If the Partner's claim becomes payable in accordance with the provisions set out in Article 15.5 and the Lead Partner has not invoked its right to suspend payment as set out in Article 15.6, the Lead Partner will proceed to pay out the amount accruing to the Partner within 30 days of the payment being transferred by the Secretariat.
- 9 In addition to Article 15.8 a Partner may set-off its contribution under Article 12.11 against the Lead Partner in respect to of any outstanding monies due to a Partner.
- 10 The eligibility of expenditure will be determined based on Commission Regulations and national laws. To be eligible all costs must: relate to the purpose of the action, be part of the approved Application Form, be incurred within the dates specified in the Subsidy Contract, be reasonable, justified, consistent with the usual internal rules of the partner, be supported by receipts, invoices or accounting documents of equivalent probative value, respect public procurement rules.

Article 16 Public information and communication of the Project results

- 1 Each Partner will undertake the publicity and communication initiatives associated with the Project to the best of its ability. In undertaking these activities, each Partner will observe the European rules concerning publicity and public information.
- 2 The Partners will participate in an evaluation and publication of the project results in accordance with the requirements of the Interreg 2 Seas Mers Zeeën Programme.
- 3 Explicit reference must be made to the grant awarded under the Interreg 2 Seas Mers Zeeën Programme in all publications related to the Project (whether published separately or by all the partners acting jointly), as well as during any events associated with the Project (or its implementation).

Article 17 Confidentiality

- 1 Although this Project is public in nature, the Partners will agree that a portion of the information which the Partners share amongst themselves or with the Joint Secretariat within the context of project implementation may be regarded as confidential. Only those documents and other items which are explicitly designated as "confidential" will be regarded as such.
- 2 The information referred to in Article 17.1 mainly concerns research data made available to one or more of the Partners within the context of the Project and pertaining to methods, know-how, files or any other document designated as confidential. The Partners may use these data exclusively in accordance with the provisions set out in this agreement.
- 3 The Partners will take steps to guarantee that all staff involved in the Project will respect the confidentiality of these data, will not disseminate these data, furnish them to third parties or use these data without the consent of the Lead Partner or the Partner that supplied these data.
- 4 The Partners will take the same steps to guarantee the confidentiality of the data that they would have taken if confidential data of their own had been involved.
- 5 The data referred to here below are not covered by the confidentiality clause.
 - Data which is disclosed without this being the result of negligence on the part of one of the Partners with respect to its obligation to observe confidentiality;
 - Data disclosed by a Partner which can demonstrate by all authorised means that it had these data in its possession prior to the Project.
- 6 This confidentiality clause will remain in effect for two years after this agreement has expired.

Article 18 Intellectual property rights

- 1 This agreement does not affect the ownership of Partners' pre-existing intellectual property rights which shall remain the property of the owner (or its licensors). The Partners grant to one another a licence to use its pre-existing intellectual property rights strictly for the purpose of undertaking the work in the Project. Any other use of pre-existing intellectual property rights will be subject to a separate arrangement between the Partners concerned.
- 2 The Partners warrant to the one another that, to the best of its knowledge and belief it is the owner of and / or it is duly licensed to use its pre-existing intellectual property rights and the use of that pre-existing intellectual property rights in connection with the Project will not infringe any intellectual property rights or other proprietary rights of any third party.
- 3 New intellectual property rights created solely by the Lead Partner or a Partner under the Project will be owned by the Lead Partner or the Partner creating the same. Use of new intellectual property rights by another Partner or the Lead Partner will be strictly for the purpose of undertaking the work in the Project.
- 4 New intellectual property rights created jointly ("Joint Rights") by the Lead Partner and Partners within the context of the Project, will be jointly owned by those Partners contributing to the creation of the new intellectual property rights ("Contributors") in equal shares. The Contributors will grant one another a world wide, royalty free, non exclusive licence to use the Joint Rights for any, except commercial purpose. Use by non Contributors will be strictly for the purpose of undertaking the work in the Project.

- 5 Each Partner will accredit another Partner's intellectual property right in any publication and that the Project has been implemented under the Interreg 2 Seas Mers Zeeën Programme.

Article 19 Delay and default on the part of one of the Partners

- 1 Every Partner will be obligated to inform the Lead Partner immediately of any event which could endanger the implementation of the Project and to provide the Lead Partner with all useful information about the same.
- 2 If the Lead Partner itself becomes aware of or is informed by a Partner of circumstances that could endanger the proper implementation of the Project, the Lead Partner will inform all Partners as soon as possible and the Steering Committee will meet in order to discuss the problems which have arisen and potential reasonable solutions. Where possible and necessary, the Project will be altered in accordance with the provisions set out in this agreement.
- 3 If the Project cannot be implemented in the manner provided for and it is not possible to alter the Project in a way that solves any problems which have arisen by the performance of a Partner or Lead Partner the improper implementation of the Project will be regarded as a failure on the part of the Partner or Lead Partner concerned. If the problems were caused by another Partner or the Lead Partner failing to perform its obligations then, the problems which have arisen will be regarded as a failure on the part of that other Partner or Lead Partner.
- 4 In the event of a Partner or Lead Partner, failing to perform its obligations under this agreement or the Subsidy Contract the Steering Committee, after consulting and obtaining the approval of the Joint Secretariat/ Programme Steering Committee, may resolve to exclude a Partner or the Lead Partner from further participation in the Project, which resolution will cause the Lead Partner or Partner's right to receive any further grant within the context of the Project to lapse. Grants which have already been paid may only be reclaimed if the excluded Partner has not satisfied the requirements for qualifying for grants as they apply within the context of the Project.
- 5 In the event that a Partner or the Lead Partner fails in the performance of the agreement, the relevant Partner will receive written notification from the Steering Committee warning it to perform its obligations as yet and to do so within a reasonable period of time, but no more than one month.
- 6 If the failure referred to in Article 19.5 persists, the Steering Committee, after consulting and obtaining the approval of the Joint Secretariat/ Programme Steering Committee, may resolve to exclude the relevant Partner from the Project. The Joint Secretariat/ Programme Steering must be informed immediately of any such resolution.
- 7 A Partner which has been excluded owing to failure will have no further right to receive payments within the context of the Project and will be obliged to repay any monies which it has received within the context of the Project to the Lead Partner if it is unable to demonstrate on the day of exclusion that these monies were used to implement the Project in accordance with the definition of eligible expenditure such as referred to in the Interreg 2 Seas Mers Zeeën Programme instructions and guidance notes/factsheets.

- 8 If the failure of a Partner has implications for the Project's overall financing, the Lead Partner may reclaim the entire amount paid out to the Partner, without prejudice to the right of the Lead Partner and the other Partners to claim full damages.
- 9 If the Lead Partner is excluded pursuant to Article 19.6 then the remaining Partners may elect another Partner to act as the Lead Partner after consulting and obtaining approval of the Joint Secretariat and the Programme Steering Committee. The Lead Partner will transfer all funds it holds to the new Lead Partner within 30 days from the date of exclusion.

Article 20 Liability and insurance

- 1 Each Partner and the Lead Partner are liable for its own performance under the provisions of this agreement and the Subsidy Contract and will indemnify and hold the other Partners harmless in the event of its failure to perform its obligations under this agreement and the Subsidy Contract.
- 2 The Partners will take out and maintain appropriate insurance against any statutory liability in connection with their portion of the Project for the duration of the Project and for at least 3 years thereafter.

Article 21 Withholding, cancelling and reclaiming the grant awarded for the Project

- 1 If the Programme Steering Committee withholds any of the grant amounts specified in the Subsidy Contract attached as Annex 1 to the present agreement, or if it cancels the grant, and if such leads to full or partial reimbursement of the monies already transferred under the Interreg 2 Seas Mers Zeeën Programme, each Partner will be obligated to reimburse (via the Lead Partner) the grants awarded under the Interreg 2 Seas Mers Zeeën Programme to the Programme Steering Committee by way of a final financial settlement.
- 2 The final financial settlement, which will be based on supporting documents relating to the final expenditure amount as approved or rejected by the Joint Secretariat/ Programme Steering Committee, must provide an accurate account – both with respect to the overall Project and each individual Partner – of the status of the eligible expenditure approved by the Programme Steering Committee, as well as of the share of the grant awarded under the Interreg 2 Seas Mers Zeeën Programme which has been conferred on each Partner. The amount which each individual partner must reimburse will be determined on this basis, with the Lead Partner being indemnified and held harmless with respect to the full amount in Community funds that that Partner is obliged to reimburse, should the Programme Steering Committee or another body reclaim these monies from the Lead Partner.
- 3 On the basis of this Article, each Partner's liability for its regional budget will not exceed the amount representing its participation in the programme.

Article 22 Disputes

- 1 Any disputes, even those which are regarded as such by only one of the Partners, which may arise owing to a further agreement or an actual action which is wholly or partly subject to the present conditions will be adjudicated by the competent court in the district in which the Lead

Partner has its registered office. The Lead Partner's registered office is located in Stevinweg 1, 2628CN, Delft, the Netherlands.

- 2 With a view to the performance of this agreement, the Partners irrevocably elect the address referred to in this agreement as their registered office and the place at which any official announcements and/or notifications may lawfully be served.

Article 23 Relationship of the Partners

1. Nothing in this agreement is intended to or shall operate to create a partnership or joint venture between the Partners.

Drawn up in Delft, the Netherlands

Date 30 April 2017

1. For the Lead Partner, Delft University of Technology

Name : Mr K.C.A.M. Luyben

Title : Rector Magnificus Vice-president

Date of signature:

Authorised signature and stamp

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2. For the Partner No 2, City of Antwerp

Name : Mr R. Verhaert

Title : City Secretary

Date of signature:

Authorised signature and stamp

.....

3. For the Partner No 3, City of Breda

Name : Mr J.B. Scheltema.

Title : Director

Date of signature:

Authorised signature and stamp

.....

4. For the Partner No 4, Kent County Council

Name : Ms K. Stewart

Title : Director of Environment, Planning & Enforcement

Date of signature:

Authorised signature and stamp

.....

5. For the Partner No 5, City of Mechelen

Name : Mr E. Laga

Title : City Secretary

Date of signature:

Authorised signature and stamp

.....

6. For the Partner No 6, Public Service for Energy Efficiency (PSEE) in Picardie

Name : Mr V. Pibouleu

Title : Director

Date of signature:

Authorised signature and stamp

.....

7. For the Partner No 7, City of Rotterdam

Name : Ms P.W. Verhoeven

Title : Director

Date of signature:

Authorised signature and stamp

.....

8. For the Partner No 8, Autonomous Municipal Company - Energy Saving Oostende (AG EOS)

Name : Mr T. Germonpré

Title : President of the board of EOS

Date of signature:

Authorised signature and stamp

.....

9. For the Partner No 9, Ghent University

Name : Ms A. De Paepe

Title : Rector

Date of signature:

Authorised signature and stamp

.....

10. For the Partner No 10, Eandis

Name : Mr T. Vanhessche

Title : Teamleader Energy Advice

Date of signature:

Authorised signature and stamp

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The number of copies is the same as the number of signatories to the agreement. Each Partner hereby declares to have received a copy of the agreement.