

## Agreement between lead partners and partners of the Connected Cities INTERREG IIIC operation (Cooperation agreement)

Concerning

- point 31, last sentence of the Communication from the Commission to the Member States of 28 April 2000 laying down guidelines for a Community initiative concerning trans-European cooperation intended to encourage harmonious and balanced development of the European territory - Interreg III (OJ C 143, 23.5.2000, p. 6; amended OJ C 239, 25.8.2001, p. 4) whereupon the partner in charge, i.e. the lead partner, will establish with the various partners in the operation, possibly in the form of an agreement, the division of mutual responsibilities, and
- point 37, last paragraph of the Communication from the Commission to the Member States of 7 May 2001 "INTERREGIONAL COOPERATION' Strand C of the Interreg III Community initiative (OJ C 141, 15.5.2001, p. 2) whereupon partners in an operation funded under INTERREG IIIC should consider the benefits of concluding an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the lead partner,

the following agreement is made between

<b>Delft University of Technology</b> , represented by Mr. J. Krul, hereinafter referred to as	lead partner (LP)
and	
<b>Universiteit Gent</b> , Jozef Plateastraat 22, 9000 Gent, Belgium,	(partner 2)
<b>STUVA</b> - Studiengesellschaft für unterirdische Verkehrsanlagen e.V Mathias-Brüggen-Str. 41, 50827 Köln, German	(partner 3)
<b>Centrum Ondergronds Bouwen</b> , Büchnerweg 1, PO BOX 420, 2800 AK Gouda, the Netherlands	(partner 4)
<b>TNO Environment and Geosciences</b> , Van Mourik Broekmanweg 6, PO Box 49, 2600 AA Delft, the Netherlands	(partner 5)
<b>European New Town Platform (ENTP)</b> , Rue des Comédiens 16/22, 1000 Brussels , Belgium	(partner 6)
<b>South East England Development Agency (SEEDA)</b> , Cross Lanes GU1 1YA, Guildford, United Kingdom	(partner 7)

- Technische Universität Hamburg-Harburg (TUHH),**  
Schwarzenbergstrasse 95, IV D, 21073 Hamburg, Germany  
(partner 8)
- University of Thessaly,** Pedion Areos, 38334 Volos, Greece  
(partner 9)
- Development Agency of Magnesia S.A. (ANEM),** Larissis  
38334 Volos, Greece  
(partner 10)
- Municipal Enterprise of Planning & Development of Patras**  
El.Venizelou 38 & Solomou str., GR-26333 Patras, Greece  
(partner 11)
- Sénart Public Local Authority,** 100 rue de Paris  
77567 Lieusaint Cedex, Lieusaint, France  
(partner 12)
- Municipality of Philippi,** 28th October str. 50,  
GR640 03 Krinides, Greece  
(partner 13)
- Municipality of Kardjali,** 41 Bulgaria blvd, 6600 Kardjali, Bulgaria  
(partner 14)
- The City of Paris Engineering School,** 57 Boulevard Saint Germain  
75 005 Paris, France  
(partner 16)
- Eindhoven Regional Government Administrative structure (SRE),**  
Keizer Karel V singel 8, 5615 PE Eindhoven, the Netherlands  
(partner 17)
- Bristol City Council,** Wilder House, Wilder Street BS2 8PH  
Bristol, United Kingdom  
(partner 18)
- Federation of Municipalities and Provinces of Castilla-La Mancha,**  
Plaza del Consistorio 1, 45071 Toledo, Spain  
(partner 19)
- Municipality of Toledo (Toledo City Hall)**  
Plaza del Consistorio 1, 45071 Toledo, Spain  
(partner 20)
- Institute IPN Pedro Nunes - Association for Innovation and  
Development in Science and Technology**  
R. Pedro Nunes, 3030 199 Coimbra, Portugal  
(partner 21)
- City Hall of Covilhã,** Praça do Município, 6200-151 Covilhã, Portugal  
(partner 22)

**Transport for London**, 42-50 Victoria Street,  
SW1H 0TL London, United Kingdom (partner 23)

**Municipality of Ferrara**,  
Via Bocalone 19, 44100 Ferrara, Italy (partner 24)

**Municipality of Ancona**, P.za XXIV Maggio, 1, 60124 Ancona, Italy (partner 25)

**Region of Thessaly**, Sokratous 111, 41334 Larissa, Greece (partner 26)

Hereinafter referred to collectively as **partners**

for the implementation of the INTERREG IIC operation 4W0170N, **Connected Cities**, approved by the Steering Committee of the Community initiative programme (CIP) "INTERREG IIC North Zone / East Zone / South Zone / West Zone" - on **24 June 2005** in Lille, France.

Have decided as follows:

## § 0 Definitions

<b>Partner</b>	<b>Legal organisation that is member of the consortium</b>
LP	for the implementation of the project "Connected Cities" Lead Partner of the Consortium "Connected Cities", Delft university of Technology
Project	The operation "Connected Cities" as described in the application form submitted at and approved by InterregIIC Programme.
Third Party	any person or legal entity that does not form member of the consortium Connected Cities as described in the consortium agreement
Background Knowledge	Knowledge that is owned by a partner and was developed prior to the signing of the EC contract and this consortium agreement, or has been acquired in parallel to it.
Foreground Knowledge	Knowledge that is (co-) owned by a partner and developed during the course of the project "Connected Citites".
IPR	Intellectual Property Rights
PSC	Project Steering Committee
QT	Quality Team

## § 1

### Subject of the agreement

1. Subject of this agreement is the organisation of a partnership in order to implement the INTERREG IIIC operation 4W0170N, Connected Cities as indicated in the annexes. The annexes comprise
  - the application approved by the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" on 24 June 2005 in Lille, France including enclosures (**Annex I**),
  - the subsidy contract between the managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" and the lead partner dated 15 September 2005] (**Annex II**).
2. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.

## § 2

### Duration of the agreement

This agreement will enter into force retrospectively (ex tunc) from 24 June 2005 onward. It shall terminate on the date each of the partners receives its quota of the final payment by the EU Commission to the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" according to Article 32(4) of Council Regulation (EC) No 1260/1999, or after complete discharge of all obligations for the carrying out of the action by the partners and LP in case of earlier termination approved by the EU Commission, whichever is the earlier.

## § 3

### Obligations

1. The lead partner and the partners commit themselves in doing everything in their power to foster the implementation of the operation as defined in § 1.
2. The lead partner shall fulfil all obligations arising from the subsidy contract and the approved application. In particular, the lead partner shall fulfil the following obligations:
  - appoint a project manager who shall accept the operational responsibility for the implementation of the overall operation and a financial manager.
  - start and implement the operation according to the descriptions of individual components as indicated in Annex I to this agreement (Application Form, Annex 3) approved by the Steering Committee
  - Chair meetings of the Project Steering Committee (PSC) as defined in § 4.
  - draw up and present progress reports comprising activity reports and audited financial reports to the joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone", as well as the final report as defined in the subsidy contract and in § 8 of this agreement.
  - request payments from the managing authority / paying authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone"
  - receive payments from the paying authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" and transfer portions of it to the partners as soon as possible

- manage and verify appropriate spending of the subsidy awarded. In case serious concerns regarding the financial soundness of one or several *Partners* exist, the *LP* has the authority to require the appropriate letter of comfort to prove that the corresponding *Partner* is able to fulfil the financial obligations with regard to the *Contract* and this *Consortium Agreement*. Until this is provided, the *LP* is entitled to refuse the disbursement of the financial contributions to this *Partner*. Furthermore, the *LP* has the right to retain any payment if a *Partner* is late in submitting or refuses to provide progress reports.
- carry out the operation's overall accounting
- communicate with the bodies implementing the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone"
- react promptly to any request by the bodies implementing the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone"
- notify its partners immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the operation
- produce all documents required for the audit, provide necessary information and give access to its business premises
- retain at all times for audit purposes all files, documents and data about the part of the operation for which it is responsible on customary data storage media in a safe and orderly manner for a minimum of three years after the final payment by the EU Commission to the programme; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- provide the independent assessors carrying out the INTERREG IIIC mid-term and ex-post evaluation any document or information necessary to assist with the evaluation
- comply with EU and national legislation.

The *LP* shall not be entitled to act or to make legally binding declarations on behalf of any other *Partner*

3. Every partner shall accept the following duties and obligations:

- appoint a project leader for the parts of the operation for which it is responsible and give the project leader the authority to represent the partner in the operation
- implement the part of the operation for which it is responsible in due time according to the descriptions of individual components (Application Form, Annex 3) approved by the Steering Committee
- support the lead partner in drawing up progress reports and the final report by providing the required data on time
- produce and deliver to the lead partner all information necessary for payment requests
- notify the lead partner immediately of any event that could lead to a temporary or final discontinuation or any other deviation of the operation
- produce all documents required for the audit, provide necessary information and, for audit purposes, give access to its business premises
- retain at all times for audit purposes all files, documents and data about the part of the operation for which it is responsible on customary data storage media in a safe and orderly manner for a minimum of three years after the final payment by the EU Commission to the programme; other possibly longer statutory retention periods, as might be stated by national law, shall remain unaffected
- provide the independent assessors carrying out the INTERREG IIIC mid-term and ex-post evaluation any document or information necessary to assist with the evaluation
- respect all rules and obligations laid down in the subsidy contract and the co-financing statement each partner has signed for the application

- react promptly to any request by the bodies implementing the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone"
- comply with EU and national legislation.

#### **§ 4 Management**

1. The *Project Steering Committee (PSC)* shall be in charge of the overall direction of the *Project*
2. The *PSC* shall consist of one representative ("*PSC Member*") of each *Partner*. Each *PSC* member will have one vote.
3. *Partners* shall appoint one duly authorised representative (*PSC Member*) of each of them. Each *Partner* shall have the right to replace its representative and/or to appoint a proxy although it shall use all reasonable endeavours to maintain the continuity of its representation.
4. Responsibilities
  - All decision of the *PSC* as the principal body of the *Consortium* are legally binding for all *Partners*.
  - The *PSC* assumes overall responsibility for liaison between the *Partners* in relation to the *Project* and for decision making regarding any changes that may affect the implementation of the action as defined in § 1 such as but not limited to the financial and technical development of the project, delays and defaulting partners
5. Meetings
  - The *PSC* shall meet once every six (6) months during the planned conferences.
  - Any decision required or permitted to be taken by the *PSC* may be taken in meetings, or in meetings via teleconference and/or via email
  - Minutes of the meetings of the *SCC* shall be transmitted to the representatives of the other *Partners* without delay. The minutes shall be considered as accepted by the *Partners* if, within seven (7) calendar days from receipt, no *Partner* has objected in a traceable form to the *LP*.
6. The *PSC* is supported by a *Quality Team (QT)* formed by three representatives of organisations that do not form part of the consortium *partners*. The members are selected at the start of the project and may be changed during the life span of the project.
7. The *QT* advises the *PSC* on the quality of the work and deliverables produced.
8. The *QT* joins the *PSC* meetings every 6 months; their advises are included in the minutes, but they are not binding to the *PSC*.
9. Being external and independent advisers, the *QT* members shall sign a confidentiality agreement stating that they are not allowed to discuss their advises outside the scope of the *PSC* nor that they are allowed to speak on behalf of the consortium or its individual partners.

#### **§ 5 Liability**

1. Each *Partner* shall indemnify each of the other *Partners* in respect of acts or omissions of itself, its employees or its agents provided always that such indemnity shall not extend to claims for indirect or consequential loss or damages such as, but not limited, to loss of profit, revenue, contracts or the like and provided that the

total limit of liability of that Partner to all other Partners collectively in respect of any and all such claims shall not exceed that *Partner's Project* share

2. No partner shall be held liable for not complying with obligations ensuing from this agreement in case of *force majeure*. In such a case, the partner involved must announce this immediately in writing to the *PSC* which in turn will inform the *Commission* and decides on appropriate action.
3. Information provided between the *Partners* shall be limited to data necessary for the completion of the Project. Subject to § 10 and in providing any information under this Agreement to each other, each *Partner* undertakes to use best efforts to ensure its accuracy and, in the event any inaccuracy appears in the information, shall use its best efforts to correct such inaccuracy upon being notified of the same. It is understood that the *Partner* providing the information shall be under no further liability in respect of such provided information than as hereinabove expressed, and no warranty or representation of any kind, either express or implied, is made as to the absence of infringement of Intellectual Property Rights of any kind of *third parties* by the use of such information and the receiving *Partner* in any case shall be entirely responsible for the use of the information.

## § 6

### Budgetary and financial management, accounting principles

1. The lead partner is the sole responsible party to the managing authority and the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" for the budgetary and financial management of the operation. The lead partner shall be responsible for the realisation and the transfer of payment claims to its partners as well as for an application for reallocation between budget lines as defined in the subsidy contract. For each financial claim, following payment of funds to the lead partner, the lead partner shall pay, as soon as possible, the sums assigned to each partner by bank transfer.
2. The lead partner must ensure the correctness of the accounting and financial reports and documents drawn up by the partners. Each *Partner* shall be solely liable for its financial data. No other *Partner*, including the *Lead Partner* or their representatives acting within the scope of this *Consortium Agreement* may change these data without express written permission of the *Partner* concerned. The lead partner may request further information, documentation and evidence from the partners to that effect.
3. Each of the Partners shall carry out its respective part of the Project for its own account and risk and shall bear its own costs made during the execution of the Project
4. Every partner will be held responsible for its budget up to the amount as to which the partner participates in the operation and pledges to release its part of the co-funding, as indicated in the application form (Annex I).
5. Every partner commits to keeping separate accounts solely used for the operation as defined in § 1. The accounts shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the operation.

Accounting reports or other documents, including copies of all pieces of evidence (invoices, documents related to tender, bank statements, etc.) shall be submitted to the lead partner, in accordance with the schedule in § 8 and requirements

stipulated by the lead partner. The partners are obliged to have their accounting certified by an (internal) auditor independent of the operations' activities.

6. In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the lead partner shall ask the partner concerned to redraft the submitted financial documents. In case of repeated non-fulfilment, the lead partner shall be entitled to deny the expenditure declared by a partner. In that case, the lead partner is obliged to inform the partner concerned, through a decision of the PSC, on the denial of the expenditure declared and the motivation thereto; also, the managing authority/joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" shall be informed.
7. Partners are aware that in case *LP* cannot deliver the financial reports and payment request to EU Commission within the time limits specified in the contract, the EU Commission is entitled to cancel the payment for the period concerned.

### **§ 7**

#### **Modification of the work plan and budget reallocation**

1. Before applying for reallocation of total costs as stated in the approved application from one budget line to another in accordance with the subsidy contract, the lead partner shall obtain the approval of its partners, subject to a decision of the PSC.
2. Any request for amendment of the subsidy contract presented by the lead partner to the joint technical secretariat / managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" shall be authorised by the partners of the operation beforehand, through a decision by the PSC.

### **§ 8**

#### **Reports**

1. Every partner commits to providing the lead partner with the information needed to draw up progress reports and other specific documents required by the managing authority / joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" or other bodies implementing the CIP. The reporting periods as laid down below as well as instructions in the reporting forms shall be observed.
2. The lead partner shall systematically send every partner copies of the progress reports submitted to the managing authority / joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" and keep the partners informed on a regular basis of all relevant communication with the bodies implementing the CIP.

Reporting period/Période de Rapport :	Total cost/Coût total (EUR)	Expected payment request/Demandes de paiement (EUR) *	Date for Progress report to be submitted by/ Date du rapport d'étape à soumettre au STC
Preparation costs/ Coûts de préparation	24.000,00	14.260,74	Together with first report/ Avec le premier rapport
Jul 2005 - Dec 2005	215.000,00	127.752,45	<b>Before/Avant 31-1-2006</b>
Jan 2006 - Jun 2006	271.000,00	161.027,51	<b>Before/Avant 31-7-2006</b>
Jul 2006 - Dec 2006	272.000,00	161.621,70	<b>Before/Avant 31-1-2007</b>
Jan 2007 - Jun 2007	272.000,00	161.621,70	<b>Before/Avant 31-7-2007</b>
Jul 2007 - Dec 2007	273.000,00	162.215,90	<b>Before/Avant 31-1-2008</b>
total:	1.327.000,00	788.500,00	

## § 9

### Information and publicity measures

1. The lead partner and the partners will implement jointly a communication plan that ensures adequate promotion of the operation both towards potential beneficiaries and towards the general public. The Joint Communication Plan will be adopted at the first PSC meeting.
2. Any notice or publication by the operation, including at a conference or a seminar, must specify that the operation has received a subsidy from the funds of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone". Commission Regulation (EC) No 1159/2000 of 30 May 2000 on information and publicity measures (<http://www.interreg3c.net/sixcms/detail.php?id=1344>) to be carried out by the Member States concerning assistance from the Structural Funds must in any case be observed.
3. Any notice or publication by the operation, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the MA is not liable for any use that may be made of the information contained therein.
4. The partners agree that the managing authority / joint technical secretariat shall be authorised in the framework of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
  - the name of the LP and its partners,
  - the purpose of the subsidy,
  - the amount granted and the proportion of the total cost of the operation accounted for by the funding,
  - the geographical location of the operation,
  - progress reports including the final report,

- whether and how the operation has previously been publicised.
5. Partners and LP will respect the confidentiality of information exchanged as indicated in § 10.

### **§ 10 Confidentiality**

1. Although the nature of the implementation of the operation is public, part of the information exchanged in the context of its implementation between the lead partner and the partners, the partners themselves or bodies implementing the CIP can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.
2. The lead partner and the partners commit to taking measures to ensure that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the lead partner and the partner institution that provided the information.
3. This confidentiality clause shall remain in force for two years following the termination of this agreement.

### **§ 11 Cooperation with third parties, delegation and outsourcing**

1. In the event of cooperation with third parties, of the delegation of part of the activities or of outsourcing, the partners shall remain the sole responsible parties to the lead partner and through the latter to the bodies implementing the CIP concerning compliance with their obligations by virtue of the conditions set forth in this agreement including its annexes.
2. The lead partner shall be informed by the partners about the subject and party of any contract concluded with a third party. *Partners* whose legitimate business interest will be affected negatively by the use of a third party may veto this use. The PSC shall decide in case of conflicts; its decision by a \_ majority shall be binding.

### **§ 12 Assignment, legal succession**

1. Neither the lead partner nor the partners are allowed to assign their duties and rights to any third party under this agreement without the prior consent of the other Partners to this agreement.  
The Partners to this agreement are aware of the provisions of the subsidy contract whereupon the lead partner is allowed to assign its duties and rights as laid down in the subsidy contract only after prior written consent of the managing authority and the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone".
2. In the case of legal succession, the lead partner or the partner concerned is obliged to transfer all duties under this agreement to the legal successor. The managing authority and the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" shall be informed immediately in case of changes in the legal structure of *LP* and *Partners*.

### § 13

#### Non-fulfilment of obligations or delay

1. Every partner is obliged to promptly inform the lead partner and to provide the latter with all necessary details should there be events that could jeopardise the implementation of the operation. *LP* will inform *PSC* and the managing authority and the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" in order to take appropriate measures.
2. Should one of the partners be in default, the lead partner shall –through the *PSC*– admonish the respective partner to comply within a maximum of one month. The lead partner shall make any effort to contact the partners in resolving the difficulties including seeking the assistance of the joint technical secretariat / the managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone".
3. Should the non-fulfilment of obligations continue, the lead partner may decide to exclude the partner concerned from the operation, with approval of the *PSC* and the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone". The joint technical secretariat / the managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" shall be informed immediately if the lead partner intends to exclude a partner from the operation.
4. Such exclusion shall take place provided always that:
  - any and all Access Rights granted to the Defaulting Partner pursuant to § 14 of this Consortium Agreement shall cease immediately; but any and all Access Rights granted and the obligations to grant Access Rights pursuant to this Consortium Agreement by the Defaulting Partner shall remain in full force and effect;
  - the work of the Defaulting Partner shall be assigned to one or several companies and/or entities which are chosen by the other Partners through the *PSC*, are acceptable to the Commission and who agreed to be bound by the terms of this Consortium Agreement. The preference shall be granted to one or more of the remaining Partners
5. The excluded partner is obliged to refund to the lead partner any programme funds received which it cannot prove on the day of exclusion that they were used for the implementation of the operation according to the rules of eligibility of expenditure.
6. In case of non-fulfilment of a partner's obligation having financial consequences for the funding of the operation as a whole, the lead partner may demand compensation from the defaulting partner. To this extend, the *Defaulting Partner* shall:
  - a. be responsible for and pay all reasonable direct cost increase (if any) resulting from the assignment in comparison with the costs of the tasks of the *Defaulting Partner* as specified in the *Contract Annex I* at the date of termination of this *Consortium Agreement* with respect to the *Defaulting Partner*; and
  - b. be liable for any so resulting additional direct cost caused to the other *Partners*, up to a total amount which will not exceed their total *Project Shares*.

## **§ 14**

### **Intellectual Property Rights**

1. The *Partners* agree to respect their individual Intellectual Property Rights
2. *Background knowledge* remains property of the partner owning the knowledge before starting date of this agreement.
3. *Foreground Knowledge (Results)* remain the property of the partner(s) directly responsible for the development of the Knowledge during the life span of the project.
4. The Partners shall only be entitled to use the other Partner's Know-How and Intellectual Property Rights in the field of the project for the purpose of carrying out the Project under this Agreement. These access rights are granted on a non-exclusive basis, expressly exclude any rights to sub-license and shall be made free of any transfer costs.

## **§ 15**

### **Demand for repayment by the managing authority**

Should the managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" in accordance with the provisions of the subsidy contract demand repayment of subsidy already transferred, every partner is obliged to transfer its portion of the repayment amount to the lead partner. The lead partner shall, without delay, submit the letter by which the managing authority has asserted the repayment claim and notify every partner of the amount repayable. The repayment amount is due within two weeks following the notification by the lead partner. The amount repayable shall be subject to interest starting on the day the payment was made and ending on the date of actual repayment.

## **§ 16**

### **Disputes between partners**

1. Should a dispute arise between partners of the operation, every partner shall be obliged to submit the dispute to the *PSC* in order to reach a settlement.
2. The lead partner will inform the other partners and may, on its own initiative or upon request of the *PSC*, ask the managing authority / joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" for advice.
3. Should a compromise through mediation of the *PSC* not be possible, every partner shall be obliged to request and accept arbitration carried out by an ad-hoc arbitration committee after having asked the managing authority / joint technical secretariat of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" for advice through the lead partner. This will consist of three [3] different nationalities, one of which being the same as the partner involved in the dispute, appointed by the *PSC*. If the *PSC* has not appointed all the expert arbitrators within one month of the lead partner's request to it to decide on such appointment, the lead partner shall have the authority to appoint all three [3] expert arbitrators. In the latter case, a designated member of the managing authority / joint technical secretariat will supervise the proceeding of the arbitration committee.

4. Every partner shall be obliged to accept and apply the decisions of the arbitration committee, subject to the applicable law hereby agreed upon and in compliance with the provisions of the Community law.
5. Costs of the arbitration shall be borne by the partner(s) submitting the dispute for arbitration to the *PSC*.

**§ 17**  
**Working languages**

The working languages of the partnership shall be English. Any official internal document of the operation shall be made available in the language as stated above.

**§ 18**  
**Applicable law, translation languages**

1. This agreement is governed by Dutch law.
2. In the event of translation of this agreement and its annexes, the English version shall prevail.

**§ 19**  
**Nullity**

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

**§ 20**  
**Amendment of the agreement**

1. This agreement shall only be amended in writing by means of an amendment to that effect signed by all Partners involved.
2. Modifications to the operation (e.g. concerning time schedule or budget) that have been approved by the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" can be carried out without amending the agreement. In that case the amended Annex 1 will be referred to in this agreement.

**§ 20**  
**Lapse of time**

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the claim was constituted. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

**§ 21**  
**Domicile**

1. To the effect of this agreement, the partners shall irrevocably choose domicile at the address stated in Annex 1 of the application form (Annex 1 to this agreement) where any official notifications can be lawfully served.
2. Any change of domicile shall be forwarded to the lead partner within 15 days following the change of address by registered mail.

Drawn up at Delft, the Netherlands

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 2**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 3**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 4**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 5**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 6**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 7**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 8**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 9**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 10**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 11**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 12**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 13**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 14**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 16**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 17**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 18**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 19**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 20**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 21**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 22**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 23**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 24**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 25**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Lead partner**

Delft University of Technology

Mr. J.J. Nuijten

Acting director of corporate and legal affairs

Signature

Date

**Partner 26**

Organisation's legal name:

Name of authorised signatory:

Function of authorised signatory:

Signature

Date

**Annex I**

The application approved by the Steering Committee of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" on 24 June 2005 in Lille, France including enclosures

Download through the blackboard environment:

<http://blackboard.tudelft.nl/webapps/portal/frameset.jsp>

**Annex II**

the subsidy contract between the managing authority of the CIP "INTERREG IIIC North Zone / East Zone / South Zone / West Zone" and the lead partner dated 15 September 2005