

SAUL
Sustainable & Accessible Urban Landscapes

PARTNERSHIP AGREEMENT

Between the Project Partners

FOR THE IMPLEMENTATION OF THE INTERREG III B
PROJECT **SAUL**
Within the framework of the NWE Programme

Between the following partners:

LEAD PARTNER

1. Represented by: Groundwork UK
Clive Fox, SAUL Project Manager
Groundwork Regional Office,
1 Kennington Road, London SE1 7QP

OTHER REGIONAL PARTNERS

2. Represented by: Greater London Authority (GLA), Policy and Partnerships
Jane Carlsen
City Hall,
Queen's Walk
SE1 2AA
3. Represented by: Ministry of the Environment Saarland
Brigitte Jülch-Schmann,
Keplerstraße 18,
Saarbrücken,
D-66117
Germany
4. Represented by: Planungsverband Ballungsraum Frankfurt / Rhein-Main
Reinhard Henke
Am Hauptbahnhof 18
60329
Frankfurt am Main
Germany

5. Represented by Institute Für Landes-und Stadenwicklungsforschung Des Landes NRW (ILS)
Rainer Kestermann
Deutsche Str. 5
D-44339
Dortmund
Germany
6. Represented by Emschergenossenschaft
Kirsten Adamczak
Kronprinzenstrasse 24
45128
Essen
Germany
7. Represented by Ministere De L'interieur, Luxembourg
Philippe Peters
1 rue du Plébiscite
L-2341
Luxembourg
Luxembourg
8. Represented by Municipality of Amsterdam
Dr Jos Gadet
Postbus 2758
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Amsterdam
The Netherlands

INTRODUCTION

In order to implement the Interreg IIIB Project, **Sustainable & Accessible Urban Landscapes SAUL**, (hereinafter referred to as "the Project") approved by the Programme Steering Committee on 14th November 2002, in the framework of the INTERREG IIIB NWE Programme and the Grant Offer Letter from the National Authority to Groundwork UK dated, the Partners have agreed to commit themselves to the following:

ARTICLE 1 PURPOSE OF THE AGREEMENT

The purpose of the agreement is the organisation of a partnership in order to implement the Interreg IIIB Project SAUL.

The terms of reference of the Project are indicated in the attached annexes. The annexes comprise:

- The Grant Offer Letter from the National Authority to Groundwork UK dated
- The full proposal and implementation plan for the Project, including its Action Plan and Implementation Schedule and detailed Budget contained in the finalised Application Form as received by the NWE Secretariat on

Each annex is added to this Agreement and is an integrated part of it.

ARTICLE 2 DEFINITION OF PARTNERS

In this agreement the Partners shall be:

The Lead Partner

Hereinafter referred to as “Lead Partner”, this organisation is responsible for the overall Project, to whom the Grant Offer Letter confirming the Community’s contribution is addressed. This organisation is the sole responsible party to the National Authority concerning the due implementation of the Project. The National Authority in turn is responsible to the NWE Steering Committee.

The Regional Partners

Hereinafter referred to as “Regional Partners”, these organisations are responsible for the regional activities of the Project and the co-ordination of these activities. They are required to ensure the successful implementation of the Project in their regions according to the Action Plan, the Implementation Schedule and the Budget included in the finalised Application approved by the NWE Programme Steering Committee.

ARTICLE 3 DUTIES AND OBLIGATIONS OF THE PARTNERS

3.1 The Partners commit themselves to do everything in their power to facilitate and secure the implementation of the Project. They shall accept the NWE Programme subsidy as mentioned in the Grant Offer Letter and the obligations formulated in this Agreement.

3.2 In particular, the **Lead Partner** shall perform and fulfil the following duties and obligations:

- appoint a Project Manager who shall accept the operational responsibility for the implementation of the overall Project, a Co-ordinator, a Financial Manager and such other professional staff as may be necessary for the efficient management of the Project;
- define a Communications Plan to promote the Programme at regional and local levels, approved by the Joint Secretariat, in partnership with other regional partners;
- implement the information and publicity measures as set out in the approved Communications Plan;
- start up the Project according to the Action Plan approved by the Steering Committee;
- implement the Project as a whole within the time schedule stated in the approved Action Plan and fulfil the obligations and conditions attached to the Grant Offer Letter;
- establish the division of mutual responsibilities between the partners;
- receive the NWE Programme grant, and transfer allocations as agreed to the other Partners;
- manage, monitor and verify appropriate spending of the NWE Programme grant;
- carry out the Project’s overall accounting, and produce all documents required for the final audit;
- prepare and submit periodical progress reports, intermediate activity reports, final reports, follow up budget documents, payment claims, financial reports and applications for budgetary or term amendments, to the Programme Secretariat.

3.3 The **Regional Partners** (including the Lead Partner in their function as a Regional Partner) shall carry out the following duties and obligations:

- appoint a Project Leader for the parts of the Project for which they are responsible and, confirm that the Project Leader will be entitled to represent the local project partners participating in the Project;
- together with other Regional Partners, play a full part in the SAUL Steering Group, helping to develop the policy, shape the strategy, and achieve the transnational objectives of the Project;
- together with other Regional Partners, share in the development of the SAUL learning and knowledge transfer opportunities of the Project, using regional and local action and investment projects for the purpose;

- implement the regional parts of the Project for which they are responsible, and fulfil the obligations arising from the approval of the NWE Programme grant;
- facilitate the participation and commitment of stakeholder groups in their region, and the engagement of local people in the planning, design and implementation of the regional project and local projects, including their co-operation in the celebration and dissemination of the Project results
- encourage and facilitate the development of local partnerships and co-operative arrangements to achieve the SAUL Project objectives through regional and local projects;
- prepare pre-project Appraisals for each regional project, with a detailed project plan, in the format agreed with the Lead Partner, for formal approval by the Lead Partner;
- prepare the activity, communications, budgetary and financial reports required to be submitted to the Lead Partner, in the formats and within the timescales agreed with the Lead Partner;
- notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation, or any other deviation, of the Project.

ARTICLE 4 OBLIGATIONS OF THE REGIONAL PARTNERS

- 4.1** Every Regional Partner shall accept the rules and the obligations set forth in the Grant Offer Letter and in the annexes and ensure compliance for their part of the Project.
- 4.2** Every partner shall accept the Project's budget, and pledges to secure their part of the co-funding.
- 4.3** The Regional Partners will agree on a collective response in the event of default on the part of any one of the Regional Partners, and they undertake rapidly to find a valid solution of substitution that is acceptable to the NWE Programme Steering Committee (NWE PSC).
- 4.4** Every Regional Partner undertakes to keep separate accounts for the SAUL Project and to provide the data required to draw up activity reports and financial reports.
- 4.5** Every Regional Partner will be held responsible for their regional budget (including the reclamation of funds by the NWE PSC in case of failure) up to the agreed amount for which the Regional Partner participates in the programme.
- 4.6** Every Regional Partner pledges to implement for their own region, and collectively for the SAUL Project, the Communications and Publicity measures set out in the Communications Plan submitted with the project application.
- 4.7** Every Regional Partner is committed to taking part in the evaluation and the dissemination of the Project results, in accordance with the NWE PSC's requirements.

ARTICLE 5 RESPONSIBILITIES

- 5.1** The Lead Partner is the sole responsible party to the National Authority who in turn is responsible to the NWE PSC for the effective implementation of the Project and compliance with the obligations arising from the approval of the NWE Programme grant.
- 5.2** Each Regional Partner is directly and exclusively responsible to the Lead Partner for the implementation of their respective part of the Project and for the fulfilment of their obligations as set out in this Agreement and its annexes.
- 5.3** Each Regional Partner including the Lead Partner (being the organisations, not the individual representatives) shall be liable to the other Regional Partners and shall indemnify and hold harmless

such other partners for and against any liabilities, damages and costs resulting from the non-compliance of their (and their local partners') duties and obligations as set forth in this Agreement and its annexes.

ARTICLE 6 DURATION OF THE AGREEMENT

6.1 This agreement shall take effect on the date of signature. It shall remain in force until the Lead Partner has discharged in full their obligations to the Programme.

The Project shall be deemed to have started on 1st January 2002, the date the NWE PSC has taken into account for eligible expenses, and only the expenses incurred by the Partners from that date shall be deemed eligible.

Upon approval by the NWE PSC of the final Activity Report and Payment Claim, this Agreement shall terminate on the date each of the Regional Partners receives their quota of the last transfer for the settlement of the NWE Programme grant.

6.2 The period in which the Project must be concluded may be altered with the NWE PSC's permission. Modifications of these periods approved by the NWE PSC apply to every Regional Partner.

6.3 Following the termination of the Agreement, every Regional Partner remains under an obligation to comply with the requirements concerning the keeping and filing of accounting documents.

ARTICLE 7 EXTENSION OF THE AGREEMENT

This Agreement is entered into for the duration stipulated in Article 6.1 and can be extended only by explicit agreement of the parties to the Agreement.

ARTICLE 8 WORKING LANGUAGES

The working language of the partnership shall be English. Internal agreements must be made regarding provisions for interpreting between English and other languages at conferences and workshops if necessary.

ARTICLE 9 ACTIVITY REPORTS AND PROGRESS REPORTS

9.1 Every Regional Partner undertakes to provide the Lead Partner with the information needed to draw up Activity Reports, Payment Claims and other specific documents as required by the NWE PSC. In particular the Regional Partner will provide hard copies of all documents and media coverage generated by the Project's promotion at regional level.

The Lead Partner shall systematically send every Regional Partner copies of Activity Reports, Payment Claims and other specific reports submitted to the NWE PSC.

9.2 The Lead Partner can require every Regional Partner to provide additional information necessary or appropriate to draw up a report or to comply with a NWE PSC request for information or a request for information from any other body that the NWE PSC has declared authorised thereto.

9.3 The Lead Partner shall keep the Regional Partners informed on a regular basis about all relevant communication between the Lead Partner and the National Authority, the NWE PSC and the NWE Programme Secretariat.

ARTICLE 10 BUDGETARY AND FINANCIAL MANAGEMENT

10.1 The Lead Partner is the sole responsible party to the National Authority and the NWE PSC for the budgetary and financial management of the Project, and shall be responsible for preparing and submitting Payment Claims, and any requests for modification of the budget, to the NWE PSC.

The Partners shall fulfil the budgetary and financial rules and obligations as stipulated in the Grant Offer Letter (see Annex 1).

10.2 The Project budget approved by the NWE PSC shall determine the sum total of eligible expenditure, as well as its breakdown into the various items of expenditure.

10.3 Each Regional Partner agrees to contribute a percentage of their ERDF funding towards the central costs of the Project, the proportion to be agreed between the Partners.

ARTICLE 11 ACCOUNTING PRINCIPLES:

11.1 Every Regional Partner undertakes to keep separate accounts in accordance with the rules prescribed by the NWE PSC and in accordance with the rules concerning eligible expenditure.

The accounts shall provide for a proper and accurate record in Euros of all expenditure and income related to the Project. Accounting reports or other documents, including copies of all evidence of expenditure and match funding received, shall be submitted to the Lead Partner in accordance with the schedule and systems stipulated by the Lead Partner.

The Regional Partners are obliged to have their Project accounting certified by an external accountant or auditor.

11.2 The Lead Partner is the sole responsible party to the NWE PSC for the realisation of Payment Claims and financial reports. The Lead Partner must ensure the reliability of the accounting and financial reports and documents drawn up by every Regional Partner. The Lead Partner can request further information and evidence to that effect.

In default of evidence, or in the event of non-fulfilment of the Programme rules concerning eligibility of expenses, the Lead Partner shall ask the Regional Partner to amend and re-submit financial documents. In case of repeated non-fulfilment, the Lead Partner shall be entitled to decline to pay the expenses claimed by a Regional Partner. In that case the Lead Partner is obliged to inform the Partner concerned of the reasons for the denial of the expenses claimed.

11.3 The financial, accounting and reporting policy of the Lead Partner (as well as its directions and requests towards the other Regional Partners in connection therewith) shall be based on the rules and regulations determined by the NWE Programme in respect of the Project and in general as interpreted by the Lead Partner. The Lead Partner shall use reasonable endeavours to obtain clarification and/or comfort in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the NWE PSC which might lead the NWE PSC to reduce, discontinue or re-claim subsidies from one or more of the Regional Partners. The Lead Partner, however, shall not be responsible and/or liable towards the other Partners for any adverse consequences resulting from a different interpretation and/or approach of relevant rules and regulations by the NWE PSC at any stage of the Project.

11.4 The Lead Partner is responsible for ensuring that the Project's overall accounts are separate and distinct from the accounts drawn up for the region in which they are also the Regional Partner.

ARTICLE 12 VERIFICATION - KEEPING THE DOCUMENTS

12.1 Every Regional Partner is obliged to keep the documents required for verification of the implementation of the Project and eligible expenses, and to make them available to the NWE PSC, or to persons or bodies appointed by the NWE PSC to that effect.

12.2 The Lead Partner as well as every Regional Partner, individually, must keep and file all accounting documents and other documents for a period of three years as from the date of the last transfer from the NWE Programme grant.

12.3 The national rules concerning the verification or the keeping of documents, from which the partners may never deviate, shall remain applicable if they set forth stricter obligations.

The Regional Partners shall refer to the budget approved by the NWE PSC, as well as to the detailed budget in order to determine the actual implementation of the eligible expenses.

ARTICLE 13 CO-OPERATION WITH THIRD PARTIES: DELEGATION AND OUTSOURCING

In the event of co-operation with third parties (public or private bodies), for the delegation of part of the activities or of outsourcing, the Regional Partners shall remain the sole responsible parties to the Lead Partner, and through the latter to the NWE PSC, concerning compliance with their obligations by virtue of the conditions set forth in this Agreement.

The Regional Partners can, should they deem it necessary or desirable, notify their local partners of this Agreement.

No Partner shall have the right to transfer their rights and obligations under the terms of this protocol without the prior consent of the other Partners.

ARTICLE 14 INSURANCE

The Regional Partners are advised to make provisions for the entire duration of this Agreement to insure themselves against all damages incurred by third parties resulting from the implementation of the Project and the implementation of this Agreement.

ARTICLE 15 INFORMATION & PUBLICISING RESULTS

To comply with Structural Fund regulations, the Lead Partner and the Regional Partners will submit and implement together a Communications Action Plan that ensures adequate promotion of the Project, both towards potential beneficiaries and towards the general public.

The NWE Programme grant shall be explicitly stated in all the publications produced individually or collectively by the Partners concerning the Project, as well as during the organisation of events in connection with the Project.

ARTICLE 16 CONFIDENTIALITY

16.1 Although the nature of the implementation of this Project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Regional Partners themselves or with the NWE PSC, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such. This information can only be used by the Partners according to the provisions of this Agreement.

16.2 Regional Partners undertake to ensure that all personnel 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.

The Regional Partners commit to taking the same measures to maintain the confidential nature of any such information, as they would do should it concern their own confidential information.

16.3 The information below is not covered by the confidentiality clause:

- information that is publicly disseminated, without the publication being caused by default on the part of one of the Regional Partners concerning his obligation to observe confidentiality;
- information which, with all appropriate means, the disseminating partner can prove they possessed prior to the Project.

16.4 This confidentiality clause shall remain in force for two years following the termination of this Agreement.

ARTICLE 17 RESULTS OF JOINT ACTIVITIES

The outcomes of the joint activities covered by the Agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the Partners.

The Regional Partners shall dispose of such intellectual property in accordance with rules mutually agreed, based on the prevailing rules of co-authorship.

The Regional Partners explicitly commit themselves, and without a time limit, to state that the implementation of the Project has taken place with the co-operation of the NWE Programme.

ARTICLE 18 NON-FULFILMENT OF OBLIGATIONS, OR DELAY

18.1 Every Regional Partner is obliged to inform the Lead Partner promptly, and to provide the latter with all the relevant information, should events occur which could jeopardise the implementation of the Project.

18.2 In the event of a Regional Partner being in default, the Lead Partner shall request compliance within a reasonable period of time, normally within a maximum of one month.

18.3 Should the non-fulfilment of obligations continue, the Lead Partner may decide to debar the Regional Partner concerned from the Project, with approval of the other Partners. The NWE PSC shall be promptly informed of such a decision.

A debarred Partner will be obliged to refund to the Lead Partner any Programme funds received which the debarred Partner cannot prove on the date of termination were used for the implementation of the Project, according to the definition of eligible expenses stated in the NWE Programme rules.

18.4 In cases where the non-fulfilment of a Regional Partner's obligations has financial consequences for the funding of the Project as a whole, the Lead Partner may demand compensation to cover the sum involved.

ARTICLE 19 REDUCTIONS AND DISCONTINUATION OF THE NWE PROGRAMME SUBSIDY

Should the NWE PSC be forced to reduce or discontinue the grant referred to in the Grant Offer Letter, attached as Annex 1 to this agreement, and should this entail full or partial refunding of the NWE Programme funds already transferred, every Regional Partner is obliged to refund the NWE Programme funds to the NWE PSC (by way of the Lead Partner) according to the final financial settlement.

The final financial settlement, drawn up on the basis of the final expenditure certificate approved or denied by the NWE PSC, shall show, both for the overall Project as well as for every Regional Partner, the status of the eligible expenses approved by the NWE PSC, and the portion allocated to every Regional Partner of the NWE Programme grant. This determines the amount every partner must refund, and shall indemnify and hold harmless the Lead Partner for the full amount of such Community funds to be repaid by such Regional Partner, should the NWE PSC claim such funds from the Lead Partner.

ARTICLE 20 LEGISLATION IN FORCE

This Agreement is governed by English Law, being the law of the country of the Lead Partner.

ARTICLE 21 COMPLIANCE WITH COMMUNITY POLICY

The provisions of Community Law, particularly the provisions of Articles 30, 32 and 59 of the EC Treaty, as well as the provisions of the Community Directives concerning co-ordination of the "procedures for the transfer of public labour markets", the "procedures for the transfer of public demand markets" and the provisions of Community environmental law must be complied with when entering into contracts concerning actions or investments in the context of this Project. The provisions of this agreement that unlawfully deviate from these provisions shall be deemed as unwritten.

ARTICLE 22 DISPUTES BETWEEN REGIONAL PARTNERS

22.1 Should a dispute arise between Regional Partners which cannot be resolved by the Partners of the Project themselves, every Partner shall be obliged to submit the dispute to the International Monitoring Board in order to reach a settlement.

The Lead Partner will inform the other Regional Partners and may, on his own initiative or upon request of a Regional Partner, ask the NWE PSC for advice.

22.2 Should a compromise through mediation of the International Monitoring Board not be possible, every Regional Partner shall be obliged to request and accept arbitration carried out by an ad-hoc arbitration committee after having asked the NWE PSC for advice through the Lead Partner. This will consist of three expert arbitrators of three different nationalities, one being the same as the partner involved in the dispute, appointed by the International Monitoring Board. If the International Monitoring Board 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 expert arbitrators.

Every Regional 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 Community law.

ARTICLE 23 AMENDMENT OF THE AGREEMENT

This Agreement shall only be amended by means of an annex to that effect signed by all parties involved.

Modifications to the Project including modifications to the time schedule and budget, that have been approved by the NWE PSC, can be carried out without amending the Agreement.

ARTICLE 24 LEGAL SUCCESSION

In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead Partner is obliged to transfer all duties under this contract to the legal successor.

ARTICLE 25 FORCE MAJEURE

No party shall be held liable for not complying with obligations ensuing from this Agreement should the non-compliance be caused by force majeure. If such a case appears, the Regional Partner involved has to announce this immediately in written form to the other Regional Partners.

All events or circumstances independent of the will of the Partners, and which impede the implementation of the Agreement, shall be deemed to constitute force majeure.

ARTICLE 26 NULLITY

Should one of the provisions of this Agreement be declared null or void in the national law of one of the parties or the law governing this Agreement, this shall not render the remaining provisions null and void.

The fact that one of the parties may not demand application of one of the provisions of the Agreement, does not imply that this party waives such provision.

ARTICLE 27 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 facts. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

ARTICLE 28 TRANSLATION LANGUAGES

In the event of translation of this Agreement and its annexes, the English version shall prevail.

ARTICLE 29 DOMICILE

To the effect of this Agreement, the Regional Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

ARTICLE 30 FINAL STATEMENT

The EC guidelines and the distributed financial and legal obligations are considered to be an integral part of this contract between the Regional Partners.

This agreement may be executed in one or more counterparts and when a counterpart has been executed by each party, all such counterparts taken together shall constitute one and the same agreement.

Drawn up at Groundwork UK, London

Date

Signatures:

Lead Partner Groundwork UK

Stamp of Authorisation

Signature

Date [date]

Partner 2 Greater London Authority (GLA), Policy and Partnerships

Stamp of Authorisation

Signature

Date [date]

Partner 3 Ministry of the Environment Saarland

Stamp of Authorisation

Signature

Date [date]

Partner 4 Planungsverband Ballungsraum Frankfurt / Rhein- Main

Stamp of Authorisation

Signature

Date [date]

Partner 5 Institute Fur Landes-und Stadenwicklungsforschung Des Landes

Stamp of Authorisation

Signature

Date [date]

Partner 6 Emschergenossenschaft

Stamp of Authorisation

Signature

Date [date]

Partner 7 Ministere De L'interieur, Luxembourg

Stamp of Authorisation

Signature

Date [date]

Partner 8 Municipality of Amsterdam

Stamp of Authorisation

Signature

Date [date]

The number of copies equals the number of signatories to the agreement. Every signatory institution shall declare that they have received a copy hereof.

