



Partnership Agreement for the project CATCH

Definitions and Abbreviations

For the purpose of this agreement, the following words and abbreviations shall have the following meanings:

Agreement means the Partnership Agreement

Approval Decision means the approval decision of the Steering Committee as indicated in the Subsidy Contract

Approved Application means the application which was approved by the Steering Committee. The approved application serves as the reference point for all project activities.

Lead Beneficiary means: lead beneficiary as referred to in Article 13 of Regulation (EU) No 1299/2013

Programme means the Interreg North Sea Region Programme

Programme Authorities means the Managing Authority, Joint Secretariat, Certifying Authority and/or Audit Authority

Programme Manual means the latest published version of the programme manual

Project Beneficiaries means the project beneficiaries named in the approved application, including the Lead Beneficiary

Project Management Group means the group composed by the Work Package leaders responsible for the follow up and regular reviews of the project on work package level

Project Steering Group means the group composed by all Beneficiaries responsible for the monitoring and ensuring compliance of the project against the subsidy contract, and cross-cutting issues of strategy, coordination and administration

Project means: J-No: 38-2-20-17, CATCH: water sensitive Cities: the Answer To CHallenges of extreme weather events, as described in the approved application

Subsidy is the maximum ERDF/ERDF equivalent co-financing allocated to the project in accordance with the approved application



J-No: 38-2-20-17, CATCH: water sensitive Cities: the Answer To CHallenges of extreme weather events

Having regard to:

Article 13(2) of Regulation (EU) no 1299/2013 of the European Parliament and of the Council of 17 December 2013, on the European Territorial Cooperation goal,

The programme manual section “project partnership agreement”, whereupon beneficiaries in a project funded under the Interreg North Sea Region Programme have to conclude an agreement concerning their mutual financial and legal responsibilities, including the functions and responsibilities of the lead beneficiary,

The subsidy contract signed between the managing authority and the lead beneficiary, section F5.

For the implementation of the Interreg North Sea Region project J-No: 38-2-20-17, CATCH: water sensitive Cities: the Answer To CHallenges of extreme weather events, approved by the Steering Committee – on 8 June 2017, the following agreement shall be made between the beneficiaries in the project.

Article 1

Parties to the agreement

The parties to this agreement are the lead beneficiary and the project beneficiaries as listed in the approved application.

Article 2

Subject of the agreement

1. Subject of this agreement is the organisation of a partnership in order to implement the project J-No: 38-2-20-17, CATCH: water sensitive Cities: the Answer To CHallenges of extreme weather events as indicated in the annexes. The annexes comprise:
 - i. the application as approved by the Steering Committee
 - ii. the subsidy contract between the Managing Authority and the lead beneficiary

Budget by budget line by beneficiary, spending plan by beneficiary, allocation of tasks and objectives, outputs and results by beneficiary (this information can be found in the approved application and the subsidy contract)



2. The annexes - including all provisions they are based on and refer to - are considered to be an integral part of this agreement.

Article 3

Obligations of the parties

Lead beneficiary's obligations

1. The lead beneficiary will comply with all obligations deriving from article 13 (2) of Regulation (EU) No 1299/2013, the subsidy contract and the programme manual, and inter alia, ensure the transfer of the subsidy to the project beneficiaries as quickly as possible and in full unless otherwise agreed in the partnership as described in article 13 (3) of Regulation (EU) No 1299/2013.
2. The lead beneficiary will inform the other project beneficiaries on a regular basis about any relevant communication between the lead beneficiary and the joint secretariat. In addition all correspondence between the lead beneficiary and the programme will be available to the project beneficiaries in the Online Monitoring System. It is the responsibility of the individual project beneficiary to keep itself informed on all relevant communication regarding the project which is available in the Online Monitoring System.
3. Before submitting a request for change as described in Fact Sheet No 26 to the Joint Secretariat, the lead beneficiary shall obtain the approval of its project beneficiaries on the changes proposed. The lead beneficiary may set a deadline to the other project beneficiaries for this approval so that beyond this deadline the proposed changes are considered as approved by all project beneficiaries.
4. Part of the Eligible Expenditure included in the CATCH application relates to shared costs. These costs are (without limitation) related to overall project management and coordination, overall project communication and dissemination, and joint activities/deliverables as included in the application. For these costs, the lead beneficiary will act as administrator, i.e. be responsible for contractual arrangements and financial administration on behalf of the partners. Settlement of the shared costs contributions, as



further detailed in article 6 of this agreement, will occur in line with Models 2 and 4 described in Fact Sheet No 8.

The obligations of project beneficiaries

5. To be eligible as project beneficiary under the Interreg North Sea Region Programme, the project beneficiary has to be a legal entity.
6. All project beneficiaries will do everything in their power to deliver the project as defined in the present agreement and in line with the latest approved version of the application.
7. All project beneficiaries shall comply with the provisions of the Cooperation Programme, the Subsidy Contract, the Fact Sheets and guidance regarding project activities issued by the national authorities participating in the Cooperation Programme or issued by the Joint Secretariat on behalf of those national authorities.
8. All project beneficiaries shall comply 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.
9. It is the responsibility of each project beneficiary to ensure that the relevant national rules on data protection are observed.
10. To nominate a contact person(s) for the part of the project for which it is responsible and give the lead beneficiary the authority to represent the beneficiary in the project. In the event of changes of the person(s) in charge the lead beneficiary must be notified immediately;
11. To provide the lead beneficiary with all the information, in the prescribed form, necessary to draw up the mandatory reports for the project as described in the subsidy contract as well as all other reports on activities, requests for payment and other documents or information requested by the joint secretariat. The information so requested will be provided to the lead beneficiary on time and complete;



12. To follow the programme requirements i.e. making use of the Online Monitoring System in all exchanges of information with the programme authorities.
13. To make the beneficiary contributions available as foreseen in the approved application and this agreement;
14. To react promptly to any request of the lead beneficiary, of programme authorities and bodies involved in the programme implementation, in particular for what concerns requests related to the coordination, implementation and evaluation of the project;
15. To notify immediately the lead beneficiary of any event that could lead to a temporary or final discontinuation or any other deviation of the project, as well as any change related to the name of the organisation, its contact details, legal status or any other change concerning the beneficiary's legal entity which may have an impact on the project or on their eligibility to the programme.
16. To comply with the planned budget, spending plan by beneficiary, allocation of tasks and objectives, outputs and results by beneficiary as indicated in the approved application and to notify the lead beneficiary without delay of any event that may lead to a deviation.

Article 4

Eligibility of Expenditure

1. Each project beneficiary can only report eligible expenditure. In order to be deemed eligible, the reported expenditure of each project beneficiary shall:
 - a. relate to activities and costs which are carried out and incurred within the eligibility period indicated in the subsidy contract;
 - b. relate to activities set out in the approved application which are necessary for carrying out the project and achieving the project's objectives, outputs and results, and are included in the budget of the approved application;
 - c. be reasonable, justified, and comply with the applicable EU and programme rules. In the absence of rules set at EU or programme level or in areas that are not precisely regulated national or institutional rules in accordance with the principles of sound financial management apply;
 - d. be incurred and paid out by the project beneficiary and be substantiated by proper accounting evidence allowing identification and checking;



- e. be identifiable, verifiable, plausible, determined in accordance with the relevant accounting principles, and recorded in a separate accounting system or with an adequate accounting code;
 - f. be verified by a designated first level controller in accordance with Regulation (EU) No 1299/2013, Article 23(4). For Swedish beneficiaries only Tillväxtverket can be designated as first level controller.
2. By derogation to Article 4.1 (a) to (e), simplified costs options are indicated in the programme manual or the Fact Sheets and must be applied accordingly by each project beneficiary.
 3. In case a project beneficiary does not comply with the eligibility rules, the lead beneficiary and/or the programme authorities may impose corrective measures which have to be implemented by the concerned beneficiary. Those corrective measures can lead to the exclusion of any ineligible expenditure and to the request for repayment of all or part of the concerned subsidy.

Article 5

Decision-making under the agreement

1. Whereas the Lead Beneficiary will be responsible for the implementation of the overall project management, the CATCH project management structure comprises a Project Management Group and a Project Steering Group.
2. The Project Management Group is composed by the Work Package leaders and chaired by a representative of the Lead Beneficiary. It shall be responsible for:
 - a. Follow up and regular reviews of the project on work package level including fine tuning and discussing technical and planning issues in detail.
3. The Project Steering Group shall be responsible for:
 - a. Monitoring and ensuring compliance of the project against the subsidy contract, and cross-cutting issues of strategy, coordination and administration.



- b. Considering any proposals for the review and/or suggested authorised amendments of the project, subject to the terms of the subsidy contract.
- c. Making recommendations to the lead beneficiary on compliance issues.
4. The regulations for the Project Steering Group shall be as follows:
 - a. The lead beneficiary and one representative from each beneficiary will form the Project Steering Group.
 - b. A representative of the lead beneficiary shall be the Chair the Project Steering Group.
 - c. The Chair shall be responsible for the preparation, administration and follow-up of the meetings. The agenda for each meeting will be sent two weeks before the meeting takes place. The Chair will be responsible for circulating the minutes, approximately two weeks after the meeting has taken place.
 - d. Each representative on the Project Steering Group shall be responsible for bringing the views of the beneficiary they represent to the Project Steering Group.
 - e. Each beneficiary shall have the right to name a substitute within its own organisation. The lead beneficiary must be informed, in advance, of any substitution.
 - f. In the case of a beneficiary not being represented, the respective representative shall have the opportunity to send suggestions and opinions relating to the agenda up to a week prior to the meeting to the lead beneficiary.
 - g. The lead beneficiary and every beneficiary shall have one vote.
 - h. Decisions shall be taken by simple majority, except the right of veto for each beneficiary in case of decisions that cause ineligibility of costs, or put the beneficiary in breach of its obligations under this agreement or the subsidy contract. In the event of a split vote, the chair shall have the casting vote.

Article 6

Financing of joint activities and preparation costs

1. With reference to Article 3.4, part of the eligible expenditure included in the lead beneficiary budget in the CATCH application relates to shared costs. These costs are (without limitation) related to overall project management and coordination, overall project communication and dissemination, and joint activities/deliverables as included in the application. For these



costs, the lead beneficiary will act as administrator, i.e. be responsible for contractual arrangements and financial administration on behalf of the partners. The shared costs budget as included in the approved application is shown in the table underneath:

WP	Staff costs	Office & Admin costs	External expertise & services	TOTAL
1	80.000 €	12.000 €	105.000 €	197.000 €
2	10.000 €	1.500 €	25.000 €	36.500 €
3	0 €	0 €	18.000 €	18.000 €
4	0 €	0 €	162.000 €	162.000 €
5	0 €	0 €	12.000 €	12.000 €
6	0 €	0 €	12.000 €	12.000 €
	90.000 €	13.500 €	334.000 €	437.500 €
50% co-funded by ERDF				218.750 €
50% match funding by beneficiaries				218.750 €

In the budget of the project extension, that was approved by the Steering Committee on 15 June 2021, following the 12th Call for Proposals, an additional amount of € 158.259, as shown in the table below, was included for shared costs.

WP	Staff costs	Office & Admin costs	External expertise & services	TOTAL
1	22.376 €	3.356 €	80.223 €	105.956 €
2	7.459 €	1.119 €	43.726 €	52.304 €
3	0 €	0 €	0 €	0 €
4	0 €	0 €	0 €	0 €
5	0 €	0 €	0 €	0 €
6	0 €	0 €	0 €	0 €
	29.835 €	4.475 €	123.949 €	158.259 €
50% co-funded by ERDF				79.130 €
50% match funding by beneficiaries				79.130 €

2. The shared costs are divided into two categories:

- a. Costs related to the acquisition of the software and related support services for the Water Sensitive City dashboard tool to be jointly developed and fine-tuned in WP4. These costs add up to a total of € 150,000. In the application these costs are included in the partner budgets of the Lead Beneficiary (€ 135,000) and Jade Hochschule (€ 15,000) within Budget line 4 'External expertise and services' as specified in table C8 in the application. The remaining € 12,000 included in this Budget Line in the table above resort under the costs referred to under sub b.;
- b.1. Costs related to the overall project management (WP1), and the overall project communication (WP2), and joint activities in WP3-6 as specified in the budget of the



Lead Beneficiary in the project application and project implementation manual. These costs add up to a total of € 287,500.

b.2. Costs related to the overall project management (WP1), and the overall project communication (WP2), as specified in the budget of the Lead Beneficiary in the project extension request, the project application and project implementation manual. These costs add up to a total of € 158.259.

3. For the costs under a., the Lead Beneficiary will be the contracting beneficiary ensuring that any tendering requirements have been fulfilled. Evidence of this will be supplied to all paying beneficiaries, being: Waterschap Vechtsromen; Jade Hochschule; Universiteit Twente; Norfolk County Council; Vlaamse Milieumaatschappij; OOWV; Veije Kommune; Arvika Teknik I Vast AB; Gemeente Zwolle and Gemeente Enschede. Costs will be settled by either:

a. A direct invoice for the amount of € 15,000 by the supplier, in line with Model 2 in Factsheet 8. This applies to Beneficiary JADE Hochschule.

or

b. Apart for the costs under 3.a., the supplier will invoice the Lead Beneficiary. Settlement of the costs initially incurred by the Lead Beneficiary (€ 15,000 per beneficiary) will occur in line with Model 4 described in Fact Sheet No 8. The Lead Beneficiary will seek for reimbursement of the 50% ERDF contribution and the contribution to the 50% match funding (€ 7,500, per Beneficiary) will be withhold from the amount to be transferred to the Beneficiaries concerned. This applies to Beneficiaries Waterschap Vechtstromen; Universiteit Twente; Norfolk County Council; Vlaamse Milieumaatschappij; OOWV; Veije Kommune; Arvika Teknik I Vast AB; Gemeente Zwolle and Gemeente Enschede.

4. For the costs under 2.b.1. and 2.b.2., the beneficiaries agree to contribute to the match funding of these shared costs a sum equal to a percentage of the 'combined net budgets', i.e. excluding shared costs, as included in the approved project application. The allocation of the contribution per beneficiary is shown in the tables underneath:



Shared costs match funding contributions for initial project budget (2.b.1.):

Beneficiary	Budget	Match Funding	ERDF	Budget share	Shared Costs match funding contribution
Waterschap Vechtstromen	167.995 €	83.998 €	83.998 €	3,7994%	5.462 €
Vejle Kommune	543.790 €	271.895 €	271.895 €	12,2985%	17.679 €
Norfolk County Council	543.984 €	271.992 €	271.992 €	12,3029%	17.685 €
OOWV	543.790 €	271.895 €	271.895 €	12,2985%	17.679 €
Vlaamse Milieumaatschappij	500.740 €	250.370 €	250.370 €	11,3248%	16.279 €
Gemeente Zwolle	403.790 €	201.895 €	201.895 €	9,1322%	13.128 €
Gemeente Enschede	543.790 €	271.895 €	271.895 €	12,2985%	17.679 €
Länsstyrelsen Värmland	79.670 €	39.835 €	39.835 €	1,8018%	2.590 €
Arvika Teknik AB	531.790 €	265.895 €	265.895 €	12,0271%	17.289 €
Provincie Overijssel	37.970 €	18.985 €	18.985 €	0,8587%	1.234 €
Universiteit Twente	307.230 €	153.615 €	153.615 €	6,9484%	9.988 €
Jade Hochschule	217.070 €	108.535 €	108.535 €	4,9093%	7.057 €
TOTAL	4.421.609 €	2.210.805 €	2.210.805 €	100,0000%	143.750 €

Shared costs match funding contributions for project extension budget (2.b.2.):

Beneficiary	Budget	Match Funding	ERDF	Budget share	Shared Costs match funding contribution
Waterschap Vechtstromen	61.146 €	30.573 €	30.573 €	9,0399%	7.165 €
Vejle Kommune	61.270 €	30.635 €	30.635 €	9,0582%	7.165 €
Norfolk County Council	0 €	0 €	0 €	0,0000%	0 €
OOWV	61.250 €	30.625 €	30.625 €	9,0553%	7.163 €
Vlaamse Milieumaatschappij	0 €	0 €	0 €	0,0000%	0 €
Gemeente Zwolle	80.450 €	40.225 €	40.225 €	11,8938%	9.409 €
Gemeente Enschede	61.250 €	30.625 €	30.625 €	9,0553%	7.163 €
Länsstyrelsen Värmland	80.875 €	40.438 €	40.438 €	11,9566%	9.472 €
Arvika Teknik AB	36.000 €	18.000 €	18.000 €	5,3223%	4.210 €
Provincie Overijssel	40.162 €	20.081 €	20.081 €	5,9376%	4.697 €
Universiteit Twente	104.000 €	52.000 €	52.000 €	15,3754%	12.162 €
Jade Hochschule	90.000 €	45.000 €	45.000 €	13,3057%	10.525 €
TOTAL	676.403 €	338.202 €	338.202 €	100,0000%	79.130 €

Settlement of these shared costs contributions in between the beneficiaries and the lead beneficiary will occur in line with Model 4 described in Fact Sheet No 8.

- In case of withdrawal from the project, a beneficiary can only be relieved from the above described obligations to contribute to the match funding of the shared costs on the condition that its share in the (remaining) overall project budget and the related contribution (pro rata) to the shared costs is taken over by one or several of the remaining beneficiaries and/or (a) new beneficiary(ies) that might be added to the project consortium, replacing the withdrawing beneficiary.
- Preparation costs are set at € 40,000 funded at an intervention rate of 50% which means that the programme will pay out a sum of € 20,000. The amount is paid out as a lump sum in line with Regulation (EU) 1303/2013 §67.1(c). Since most of the preparation costs have



been paid for by the lead beneficiary, the payment will be allocated to the lead beneficiary as compensation for (part of) these costs. No match funding from other beneficiaries will be required. The specific rules in relation to preparation costs are found in Fact Sheet No 7.

Article 7

Project and programme performance

1. In case a project beneficiary does not successfully reach one or more expected objectives, outputs or if the results as set out in the approved application are not successfully reached, the concerned project beneficiary is responsible to follow the requested corrective measures by the programme authorities.
2. In case one or more project beneficiary(ies) fail to respect the contractual arrangements on delivery in time, delivery to budget and delivery of outputs as defined in the annexes of this agreement, the programme may reduce the subsidy allocated to the project and, if necessary, stop the project by terminating the subsidy contract. In such cases, the concerned project beneficiaries will be liable in compliance with article 8 of this agreement.
3. Subsidy payments not requested by each project beneficiary in time and in full as indicated in the spending plan included in the approved application may be lost for the concerned project beneficiary.

Article 8

Liability

1. In case a project beneficiary does not comply with its obligations as agreed upon in this agreement and its relevant annexes, the concerned project beneficiary shall be the sole responsible for any liabilities, damages and costs, resulting from the non-compliance.
2. No project beneficiary shall be held liable for not complying with its obligations as agreed upon in this agreement if the non-compliance be caused by force majeure. In such a case,



the beneficiary involved must announce this immediately in writing to the other project beneficiaries.

Article 9

Audit rights, evaluation of the project / archiving of documents

1. The European Commission, the European Anti-Fraud Office, the European Court of Auditors, the EFTA Surveillance Authority and, within their responsibility, the relevant bodies of the participating EU Member States and Norway or other programme authorities are entitled to audit the proper use of funds by the project beneficiaries or arrange for such an audit to be carried out by authorised persons.
2. Each project beneficiary will with no delay produce all documents required for the audit, provide necessary information and give access to his/her business premises.
3. In accordance with Regulation (EU) 1303/2013, Articles 56 and 57 each project beneficiary undertakes to provide independent experts or bodies carrying out any project evaluation with any document or information necessary to assist the evaluation.
4. Each project beneficiary will archive documents related to the project implementation as described in Fact Sheet No 12 regarding documentation and the audit trail. For Norwegian and Swedish beneficiaries, accounting evidence and other supporting documents must be kept for ten full years from 31 December of the year in which the final payment is made to the project.
5. In accordance with Regulation (EU) No 1303/2013, Article 140 (the archiving of the documents) each project beneficiary must ensure that all documents are kept either:
 - a. In their original form;
 - b. As certified true copies of the originals;



- c. On commonly accepted data carriers including electronic versions of original documents;
- d. Or documents existing as electronic versions only.

Notwithstanding the foregoing, the archiving formats have to comply with national and EU legal requirements. Specific guidance on documents required for the audit trail can be found in Fact Sheet No 12.

- 6. The requirements as indicated in point (4) also apply to any project beneficiary which leaves the partnership before the end of the project.

Article 10

Communication and publicity

- 1. Each project beneficiary will contribute as necessary to the delivery of the communication work package as described in the approved application that ensures adequate promotion of the project and its results towards potential target groups, project stakeholders and the general public in compliance with the Annex XII (2.2) of Regulation (EU) No 1303/2013, the Subsidy Contract and the programme Fact Sheets
- 2. Unless differently required by the managing authority, any notice or publication in relation to the project, made in any form and by any means, including the internet, must state that it only reflects the author's views and that the programme authorities are not liable for any use that may be made of the information contained therein.
- 3. Each project beneficiary agrees that the programme authorities shall be authorised to publish, in any form and by any means, including the internet, the following information:
 - a. the name and a summary description of the project,
 - b. the name of the lead beneficiary and the project beneficiaries,
 - c. address(es) of the project website(s) and/or other information on how the project can be contacted,
 - d. the purpose of the ERDF-/ERDF equivalent - funding,
 - e. the amount of the ERDF-/ERDF equivalent - funding awarded and paid from the Cooperation Programme,



- f. the duration of the project,
- g. the geographical scope of the project,
- h. the activity reports including the final activity report

Article 11

Intellectual Property Rights

1. All intellectual property, outputs and results (whether tangible or intangible) that derive from the project will be the property of the lead beneficiary and the project beneficiaries but must be made available to the general public as described in section 5.3 of the Cooperation Programme.
2. In line with this, the results of the project have to be made available to the general public free of charge by the lead beneficiary and project beneficiaries. The Managing Authority and any other relevant Programme stakeholder (such as the National Contact Points, the European Commission) may reserve the right to use them for information and communication actions in respect of the programme. If there are pre-existing intellectual and industrial property rights which are made available to the project, these will be fully respected provided that they are notified by the lead beneficiary and project beneficiaries to the Managing Authority in writing.
3. Any income generated by the intellectual property rights must be managed in compliance with the applicable EU, national and programme rules as described in the Fact Sheets.

Article 12

Cooperation with third parties, delegation legal succession and outsourcing



1. In case of cooperation with third parties including suppliers of good/services, the project beneficiary concerned shall remain solely responsible to the lead beneficiary concerning compliance with its obligations as set out in this project partnership agreement.
2. The lead beneficiary shall be informed by the project beneficiary about the subject and party of any contract concluded with a third party.
3. No project beneficiary shall have the right to transfer its rights and obligations under this project partnership agreement without the prior consent of the other project beneficiaries and the responsible programme implementing bodies.
4. In cases of legal succession, the lead beneficiary or concerned beneficiary is obliged to transfer all duties under this partnership agreement to the legal successor.
5. Outsourcing to consultants or to suppliers of goods/service shall be undertaken in accordance with procedures set out in the public procurement rules applicable e.g. relevant national rules and/or Fact Sheets to the contracting beneficiary and in compliance with the EU directives on public procurement.

Article 13

Duration and right of termination

1. The agreement will enter into force on the date on which it is signed by all parties. (No payments will be made to the project by the programme authorities until the agreement is signed.) It will remain in force until complete fulfilment of the lead beneficiary and beneficiaries' obligations under this project partnership agreement and the subsidy contract i.e. until the final report from the project has been approved by the programme authorities and no outstanding issues in relation to audit remains.
 - a. In particular, all relevant provisions necessary for the fulfilment of the archiving and audit obligations defined in article 9 of this agreement shall remain in force until the end of the period referred to Fact Sheet No 12 and in article 140 of Regulation (EU) No 1303/2013.

Article 14



Non-fulfilment of obligations and disputes

1. Should one of the project beneficiaries not fulfil its obligations, the lead beneficiary shall contact the concerned beneficiary and remind this beneficiary to comply within a maximum of 30 days. The lead beneficiary shall make any effort to contact the concerned beneficiary in order to solve the difficulties, including seeking the assistance of the Managing Authority / Joint Secretariat of the Programme.
2. Should the non-fulfilment of obligations continue, in spite of notifications as mentioned under point one of this article, the partnership may decide to exclude the concerned beneficiary from the project. The Managing Authority / Joint Secretariat shall be informed immediately by the lead beneficiary if the partnership intends to exclude a project beneficiary from the project.
3. In case of non-fulfilment of a project beneficiary's obligation having financial consequences for the funding of the project as a whole, the lead beneficiary may demand compensation to cover the sum involved.
4. In case of any disputes, even if regarded as such by only one of the project beneficiaries, which may arise owing to a further agreement or an actual action which is wholly or partly subject to the present agreement, the project beneficiaries shall first work towards an amicable settlement. In case the beneficiaries do not reach an amicable settlement, the settlement will be adjudicated by the competent court or by arbitration in the district in which the lead beneficiary has its registered office. The lead beneficiary's registered office is located in Almelo, The Netherlands.

Article 15

Demand for repayment

1. Should the programme authorities in accordance with the provisions of the subsidy contract demand repayment of all or part of the subsidy already transferred, each project



beneficiary concerned is obliged to reimburse its share of the subsidy amount unduly received to the lead beneficiary.

2. The lead beneficiary shall, without delay, inform the concerned project beneficiary about any ERDF/Norwegian equivalent amount unduly paid due to an irregularity as soon as it is informed by the Managing Authority/Joint Secretariat. It shall also forward, without delay, the letter by which the Managing Authority has asserted the recovery order and notify each project beneficiary of the amount to be repaid. This amount is due by the deadline indicated by the lead beneficiary in accordance with the recovery procedure described in the subsidy contract. In case the amount to be recovered shall be subject to interest, the interest rate will be determined in accordance with the relevant EU and national rules and would be applied to each concerned beneficiary.
3. According to article 122.2 of Regulation (EU) 1303/2013 and article 27.3 of Regulation (EU) 1299/2013, if the lead beneficiary does not succeed in securing repayment from other project beneficiaries or if the Managing Authority does not succeed in securing repayment from the lead beneficiary, the Member State or third country on whose territory the beneficiary concerned is located shall reimburse the Managing Authority any amounts unduly paid to that beneficiary. The EU Member State or third country (Norway) on whose territory the concerned beneficiary is located shall be entitled to undertake any legal action that it may deem necessary towards the concerned beneficiary in order to recover the unduly paid amount, based on national jurisdiction rules and in accordance with any agreement the EU Member State or Norway may have entered into with the beneficiary. In that case, the lead beneficiary shall have the right to transfer its rights and obligations under this agreement to the EU-Member State or Norway on whose territory the concerned beneficiary is located provided that the EU-Member State or Norway agree to this transfer.

Article 16

Amendment of the partnership agreement, withdrawals

1. This agreement shall only be amended in writing. The amended agreement must be signed by all parties involved.



2. Modifications to the project (e.g. concerning activities, time schedule or budget) that have been approved by the programme authorities, in compliance with the procedure set in the Programme Manual, can be carried out without amending the present agreement.
3. If one of the project beneficiaries withdraws from the partnership, the lead beneficiary and the project beneficiaries shall endeavour to cover the contribution of the withdrawing project beneficiary, proposing to the programme authorities either to reallocate the tasks of the withdrawn beneficiary inside the partnership and/or to replace the withdrawn beneficiary by one or more new project beneficiaries.

Article 17

Working language

1. The working language of the project shall be English.
2. If more than one language version of the Agreement exists the English version of the Agreement is the binding one.

Article 18

Final provisions

1. This agreement is governed by Dutch law.
2. If any provision in this agreement should be wholly or partly ineffective, the project beneficiaries undertake all to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.



Hereby, we declare to have agreed to the Partnership Agreement of the CATCH (water sensitive Cities: the Answer To Challenges of extreme weather events) project, part of the Interreg North Sea Region programme.

Organisation

Signature

Name

Date