

Joint Agreement between partners

Agreement concerning

**‘PERI URBAN REGIONS PLATFORM EUROPE’ (PURPLE)**

Reviewed version of the Joint Agreement of May 22<sup>nd</sup>, 2007 by the decision of the General Assembly,  
Frankfurt, November 17<sup>th</sup>, 2008

Between the following partners:

1. Regio Randstad represented by Mr. J. Bond (Provincie Noord-Holland).
2. South East England represented by Mr. D. Davis (Surrey County Council).
3. Région Île-de-France represented by Mr. M. Vampouille (Conseil Régional).
4. Mazovia Voivodship represented by Mr. S. Kotlewski.
5. Vlaanderen represented by Mrs. G. Verdoodt (Kabinet van de Vlaamse Minister bevoegd voor Landbouw, Zeevisserij en Plattelandsbeleid).
6. West Midlands represented by Mr. P. Atkins.
7. Regio MHAL represented by Mr. J. Titulaer (Provincie Limburg).
8. Frankfurt Rhein-Main represented by Mr. H. Kasseckert (Planungsverband Ballungsraum Frankfurt Rhein-Main).
9. Stockholm Region represented by Mr. L. Nyberg (Stockholm County Administrative Board).
10. Région Nord-Pas de Calais represented by Mr. R. Dequidt (Conseil Régional).
11. Région Rhône-Alpes represented by Mrs. E. Giraud (Conseil Régional).
12. Catalunya represented by Mr. A. Diaz.
13. Dublin Region represented by Mrs. M. McKeon (Dublin Regional Authority).
14. Zealand Region represented by Mr. H. Fought

Concerning the Peri Urban Regions Platform Europe (PURPLE) and particularly concerning the Memorandum of Understanding (MoU), the partners commit to the following:

## **Article 1 PURPLE MEETINGS**

### 1.1. Political meetings

- PURPLE regions agree to actively participate in the General Assembly.
- A region participating as a member of the Executive Board agrees to provide the active participation of a civil servant and a political representative in the meeting and/or the conference.

### 1.2. Support and working group meetings

- PURPLE regions agree to provide the active participation of civil servants in meetings of the support and working group for the Executive Board in Brussels.
- PURPLE members will be expected to provide office space/meeting facilities for PURPLE meetings on a rotational basis.

## **Article 2 STAFF TIME**

The PURPLE regions provide sufficient staff resource to participate in meetings and to work on other PURPLE activities as outlined in the action plan.

The regions that accept a position in the Executive Board provide sufficient staff resource to make the Executive Board work. The region that accepts the chairmanship, takes on the co-ordination of PURPLE.

## **Article 3 TRAVEL EXPENSES**

The members of the Executive Board provide sufficient resources within their own region for the travel and accommodation expenses of both the political delegates and the civil servants. As the expenses for the regions close to Brussels will differ from those for the more distant regions, such as Mazovia, it will be arranged that the more distant regions with higher travel expenses will have to make smaller contributions in other areas.

**Article 4**  
**ADMINISTRATIVE SUPPORT**

Office expenses and office supplies will be divided between the regions. Members can also provide staff time in order to assist the secretariat in its activities. For instance, if necessary, a region may take the responsibility to draw up the report of a meeting.

**Article 5**  
**COMMUNICATION**

Web hosting and maintenance, as well as the layout and the printing of communication material will be shared among all members.

**Article 6**  
**MEMBERSHIP FEE**

Each member has to pay an annual membership fee. The amount, the use and origin of this amount are specified in ANNEX 1, ANNEX 2.

The amount of the annual membership fee can be changed every year by decision of the General Assembly.

The membership fees can only be used for expenses related to communication, expertise and an administrative secretary, unless the General Assembly should decide otherwise. Proposals for the use of the budget for external expertise should be prepared by the Executive Board and confirmed by the General Assembly.

**Article 7**  
**BUDGET**

The budget rules are specified in ANNEX2 to this agreement.

**Article 8**  
**APPLICABLE LAW**

The Belgian courts have the authority to settle disputes with regard to the application of this agreement.

This agreement is governed by Belgian law, which is the law of the country of the treasurer.

**Article 9**  
**DURATION OF THE AGREEMENT**

This agreement shall come into force on the date of its signature by the partners.  
This agreement has a duration of one year that is tacitly renewed. Every partner can terminate the agreement at the latest one month before the duration of one year expires. This termination only has consequences for the membership of the partner itself, and has no impact whatsoever on the continuance of the agreement between the other partners.

**Article 10**  
**WORKING LANGUAGE**

The working language of the partnership shall be English.

**Article 11**  
**DISPUTES BETWEEN PARTNERS**

Should a dispute arise between partners, every partner shall be obliged to submit the dispute to the Executive Board in order to reach a settlement.

If no settlement can be reached, disputes will be brought before Belgian courts.

**Article 12**  
**AMENDMENT OF THE AGREEMENT**

This agreement shall only be amended by means of an annex to that effect signed by the partners.

**Article 13**  
**LEGAL SUCCESSION**

In case of legal succession (for instance when the partner changes its legal form), the partner is obliged to transfer all tasks legally agreed upon under this agreement, to the legal successor.

**Article 14**  
**FORCE MAJEURE**

No partner shall be held liable for not complying with the obligations ensuing from this agreement, should the non-compliance be caused by force majeure. The partner concerned has to inform the Executive Board immediately of the non-compliance due to force majeure.

All events or circumstances independent of the will of the partners and that impede the implementation of the agreement, shall be deemed to constitute force majeure.

**Article 15**  
**NULLITY**

If the application of the national law of one of the partners entails the nullity of one of the provisions of the agreement, this will not undermine the legal validity of the other provisions of the agreement.

The fact that one of the partners does not demand the application of a provision of the agreement does not imply that this partner waives such provision.

**Article 16**  
**TRANSLATION LANGUAGES**

The English version of the agreement shall be the authentic version. In case of differences between the various language versions, the English text shall prevail.

**Article 17**

The partners observe the commitments contained in the PURPLE Memorandum of Understanding that is annexed to this agreement. The scope of the PURPLE activities is described in the Memorandum of Understanding.

**Article 18**

ANNEX1 and ANNEX2, enclosed to this agreement, are an integral part of the agreement.

Agreed upon during the **PURPLE General Assembly in Frankfurt** (Germany)

Monday 17<sup>th</sup>, November 2008

Signed by the members of the **PURPLE General Assembly**

Signatures:

Political representative on behalf of  
**Regio Randstad**



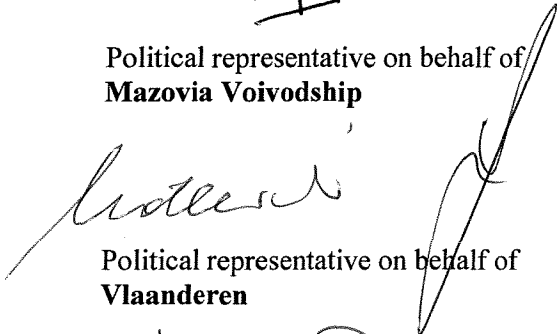
Political representative on behalf of  
**South East England**



Political representative on behalf of  
**Région Île-de-France**



Political representative on behalf of  
**Mazovia Voivodship**



Political representative on behalf of  
**Vlaanderen**



Political representative on behalf of  
**West Midlands**



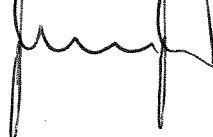
Political representative on behalf of  
**Dublin Region**



Political representative on behalf of  
**Regio MHAL**



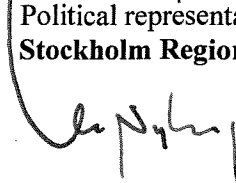
Political representative on behalf of  
**Frankfurt / Rhein-Main**



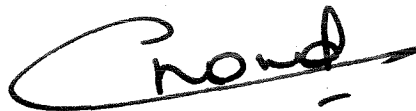
Political representative on behalf of  
**Région Nord-Pas de Calais**



Political representative on behalf of  
**Stockholm Region**



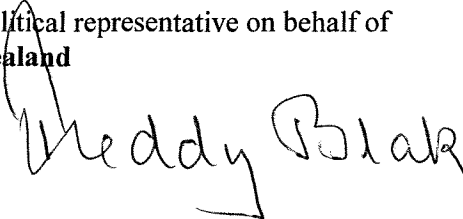
Political representative on behalf of  
**Région Rhône-Alpes**



Political representative on behalf of  
**Catalunya**



Political representative on behalf of  
**Zealand**



## ANNEX 1

### PURPLE BUDGET FOR THE TIME PERIOD (2009 - 2010)

A PURPLE budget has been agreed upon within the financial arrangements (paragraph 4, p. 8) of the PURPLE business plan agreed upon in the General Assembly of PURPLE and in the PURPLE partnership agreement.

The most important principle states that financial arrangements for the network will be mostly handled by 'in kind' contributions from all PURPLE members.

Costs incurred are likely to be for:

- PURPLE meetings
- Staff time
- Travel costs
- Events

The above mentioned costs (4) shall be paid in kind by all member regions and based on a rotation system. The treasurer will supervise this.

The official PURPLE budget shall be used for:

#### ➔ **Communication**

Web hosting/maintenance and provision and printing of communication material will be shared between all members.

Though for most of the costs an arrangement has been worked out (in kind) a small budget for the PURPLE network is necessary. Therefore the Support Group proposes a membership fee paid by the members of the General Assembly for specific items related to:

#### *Communication tools*

Hosting and maintenance of the website	€ 9.600/year
PURPLE brochures (2009 - 2010)	€ 10.000
Representation costs for non PURPLE meetings (when agreed upon in the Support Group)	€ 2.500/year

#### ➔ **Hiring of expertise**

Every cost concerning the hiring of expertise shall be decided upon by the Executive Board.

#### ➔ **Administrative secretary**

Costs for an administrative secretary are estimated at about € 30.000 – 40.000 yearly. The administrative secretary is responsible for general administration of the network, preparing meetings (agendas and briefing documents), sending invitations, and writing minutes, writing for the website and acting as the international contact point for the network.

The General Assembly consists of at least 14 members (2009): Randstad, Île-de-France, South East England, Mazovia, Vlaanderen, MHAL, Catalunya, Frankfurt Rhein-Main, Stockholm, Nord-Pas de Calais, West Midlands, Rhône-Alpes, Dublin, Zealand.

The budget required for the period 2009 – 2010 is about € 112.000. Some of the costs have to be taken into account every year (hosting website, representation costs and administrative secretary); others have to be made only once.

The membership fee for the coming period (2009 - 2010):

A membership fee of € 4.000 for communication purposes, hiring of expertise and administrative secretary will be charged from each member of the General Assembly for the years 2009 - 2010.



**ANNEX 2**  
**BUDGET RULES**

**Article 1**

The balance (expenditure and income) and budget are presented by the treasurer at the General Assembly in the second half of the year. The treasurer will also present a small forecast for the next year so that the membership fee for the coming year can be decided upon at the same General Assembly.

**Article 2**

The account number of the membership fees will be hosted by the:

Vlaamse Landmaatschappij (VLM) (Flemish Land Agency) Gulden Vlieslaan 72 B 1060 Brussels Belgium
---

The 'Vlaamse Landmaatschappij' is a public authority under control of the Flemish government and the Cabinet of the Prime minister who is member of the Executive Board of PURPLE. The 'VLM' will be the legal body for the Cabinet of the Prime Minister, who is the official treasurer.

Membership fees will be transferred by the members to an account number of the VLM, opened for the PURPLE activities. This account is controlled and audited by the official financial institution of VLM:

Account number: VLM CD PURPLE 733-0347389-62 IBAN-number: BE51 7330 3473 8962 BIC-code (SWIFT-code): KREDBEBB 'PURPLE account – VLM'
---

KBC Bank NV Social Profit and Public Sector Havenlaan 12 B 1080 Brussels Belgium
--

### **Article 3**

The membership fee has to be decided upon once a year by the last General Assembly of the year. Only the General Assembly can decide to change the amount of the membership fee. If a current year creates a financial surplus, the General Assembly can reduce the amount of the membership fee for the coming year with that amount. This decision of the General Assembly should be based on the recommendation of the treasurer.

Each budget year starts the first of January of the year following the last General Assembly of the past year until the last day of that year (31<sup>st</sup> of December).

### **Article 4**

Each member of the General Assembly will have the access to the state of affairs of the budget, on the basis of a simple request to the treasurer.

### **Article 5**

Each member will transfer the membership fee at last three months after the General Assembly decided on the budget of the following year.

### **Article 6**

If the General Assembly decides to stop the activities of PURPLE, the budget will be divided in equal parts to those regions, which are members of PURPLE at the moment of the decision and will therefore be transferred to the member regions.

### **Article 7**

Members of the General Assembly can decide to leave the partnership. If this decision is made during the first 6 months after the decision on the membership fee, the member will get back half of the membership fee of that year. After 6 months the member cannot claim any part of the membership fee. New members have to pay the full membership fee when they become member in the first six month of the budget year. Afterwards they only pay half of the membership fee for the budget year.