

DESIGNING A PARTNER-SELECTION PROCESS

THAT ENCOURAGES THE FORMATION AND CONTINUATION OF SUCCESSFUL PARTNERSHIPS

Master Thesis,
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PREFACE

My interest in the new phenomenon, partner-selection, was sparked during an internship at a real estate development firm. Whilst working on a plan selection tender submission for a municipal land development, I started to notice and understand the complexities of current urban area developments, and the subtle but substantial mis-match between the challenges of these intricate urban area developments and the nature of the current Dutch tender system. I realised that complex urban area developments needed a different tender approach if the optimal result is to be obtained. Soon after, I started my own personal journey into finding a tender form that would allow for more extensive collaboration forms between public and private parties, wherein co-creation was at the core of the process. I strongly believed that extensively working together on urban area developments would solve the greatest of problems. Following this newly found intrigue in the Dutch tender system as well as municipal land developments, I came across many real estate professionals advocating a new method: partner-selection. It was a method that was said to have the ability to potentially change the game and improve the current situation, through both public and private parties becoming actual partners instead of mere associates. This was the first stepping stone commencing the embarkment of this graduation research and process.

In this P5 rapport, the partner-selection phenomenon is extensively researched through empirically exploring the currently known partner-selection cases, alongside its subsequent lessons learned. Through empirical and theoretical studies, I was able to design a partner-selection event based process model, which could be used as a step-by-step guide by initiating municipalities (as well as other initiating and participating parties). The process model contains many events and elements with respective chronological orders- that could be customised according to the particular urban area development. With this research, on partner-selection, I hope to be able to provide interested parties with a clear understanding on what partner-selection entails, and how the process can be organised in order to obtain successful partnerships, and consequently optimal urban area developments results. Furthermore, through presenting a process model that allows for the formation and continuation of successful partnerships, I aspire to be able to take away the fear and the unknown of taking on a new tender method, and instead, inspire those who are initiating municipal land developments to take on a different approach.

Acknowledgements

Researching and exploring this topic for a year has been extremely educational, both academically as well as personally. Conducting this research to the fullest extent of my capabilities could not have been possible without the support of my mentors, friends and family- who have supported me throughout my highs and lows. Firstly, I would like to express my sincere gratitude to my mentors, Erwin Heurkens and Fred Hobma, for guiding me throughout the academic process. Your guidance, expertise, and vast criticism have been truly valuable. Your kind and wise words have motivated me to stay on track, and to believe in my own capabilities, making this journey one to never forget. Furthermore, I would like to thank my external mentor Sven Schroots for helping me understand the Dutch tender system and the practical implications of my research and that of partner-selection itself. I am extremely grateful to have been given the opportunity to conduct my graduation research at AKRO Consult, where I was able to take my research to the next level. Also, I would like to thank all the interviewees and expert panel participants whom have helped me acquire the necessary knowledge and whom have shared their valuable experiences with me. Without your input, I would have not been able to conduct my research. Your enthusiasm and interest in my research inspired and motivated me to give this research my all. Finally, I would like to express my most special thanks to my friends and family, whom have been there throughout my ups and downs, I really could not have done it without you. Above all, I would like to express my greatest gratitude to my dear parents, and Jeremie, for their unconditional love and support.

Yours Sincerely,

Debby Netty Liauw van Zessen

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ABSTRACT

The challenges that urban area developments are facing are becoming more and more complex. Additionally, these developments often come along with major uncertainties, risks, and unknowns regarding the end-results. This has resulted in the publication of several documents in the past few years pointing out that the current tender system may not always provide for the most optimal urban area developments—calling for more efficient, flexible and quality oriented tender procedures. More specifically, the partner-selection method, which is a new phenomenon, has been introduced in practice. Many professionals say that this new method could be the answer to the rising complexities in urban area developments. The aim of this research is therefore to explore its potential and its credibility. More importantly, the goal of this research is to design a partner-selection process that is robust and trustworthy through organising it in such way that it accommodates for the formation and continuation of successful partnerships. The main research question of this graduation research is therefore: 'How can a partner-selection process be designed so that it enables the formation and continuation of successful partnerships in municipal land developments?' To answer this question, literature studies were carried out in order to 1) obtain knowledge on the newly introduced partner-selection process and its ingredients, and 2) to map the success factors that lead to successful partnerships. Three case studies were then explored through conducting semi-structured interviews in order to 1) obtain further knowledge on the partner selection process, 2) to enrich the current knowledge on the mapped success factors, and 3) to tailor the most important success factors specifically to the partner-selection process and to obtain an understanding on how the success factors can be organised specifically in the partner selection process. The information obtained from the empirical studies was then used to design an event based partner-selection process model.

This process model is a proposal which presents and illustrates an example of how a partner-selection process could be designed and organised. It is specifically directed at municipalities, but could of course be used by other parties to obtain a further understanding on what the partner-selection methods entails. Furthermore, all municipal land developments are different, meaning that each project requires a customised process. The events and elements of the proposal can therefore be moved around until seen as fit. All in all, the proposal serves as a tool to guide municipalities when setting up a partner-selection process.

Key words: urban area development, partner-selection, municipal land development, successful partnerships

EXECUTIVE SUMMARY

Introduction

Urban area developments are becoming increasingly more complex, especially inner city area developments. The complexity stems from the difficult task of implementing new developments in an already existing urban fabric. Furthermore, the complexity of urban area developments also stems from stricter sustainability requirements (ten Have, 2017; Jager, 2018; NEPROM & Akro Consult 2011), new technological trends, changing economic climates, the implementation of the new environmental code (ten Have, 2017; gebiedsontwikkeling, 2018), and the need to involve important end-users in early stages (Kersten et al., 2019). At the same time, potential development locations are growing scarce, and building costs are significantly rising due to the stagnating construction industry (Deloitte. 2017). Additionally, the ownership of land is often fragmented, which leads to additional uncertainties as planological adjustments are difficult to predict in advance (Woertman, 2018; Kersten et al., 2019).

Moreover, the ambitions and interests of municipalities when initiating urban area developments have become more comprehensive and specific (de Zeeuw, 2018; ten Have, 2017; Janssen, 2018). This, in combination with the many challenges that urban area developments are currently facing, have led to challenging assignments. Furthermore, the high tender costs that come along with entering and competing in tenders is a well known obstacle in practice (Janssen, 2018; Bruins, 2019; de Zeeuw, 2018; Kersten et al., 2019). Additionally, in current practices, the focus of tenders often revolves around the creating of quantity and profits (de Zeeuw, 2018; ten Have, 2017), instead of quality. This however does not always improve the current situation, especially with the rise of complex urban area developments.

All in all, the current classic tender system in which municipalities select a private developing party based on a set plan and/or price selection criteria might not anymore be the most suitable option for complex projects (de Zeeuw, 2018; Kersten et al., 2019). This is because in many cases, the current tender system is built around set requirements, rigid goals and set-in-stone processes (de Zeeuw, 2018; ten Have, 2017; Janssen, 2018). It therefore may not optimally allow for the space and flexibility to attain optimal urban area development results. When this is the case, a different- more light and flexible version of selecting a private party is potentially more suitable (Veenhof, 2018). Of course, in the cases of urban area developments where the assignments are more straightforward, the role of the current tender system is still very prominent and suitable.

Research Goals

In practice, many professionals are introducing the new method: partner-selection. According to its advocates, partner-selection is said to provide for the necessary ingredients to deal with complex urban area developments that come along with many public and private interests, high risks as well as an uncertain and unknown end-products. This research therefore explores its potential as well as its credibility. The main goal of this research is therefore to help build the partner-selection process into a robust and trustworthy method through designing it in such way that it accommodates for the formation and continuation of successful partnerships- as healthy partnerships are essential for the success of a partner-selection method. The main goal can be divided into three objectives.

Since it is a new phenomenon, the first objective is set out to obtain a clear overview on how the partner-selection process works in practice, and what its successes and obstacles are. The second objective is to find out what the most important factors are that lead to successful partnerships, and to explore the methods of organisation of each of these success factors specifically in regards to the process of partner-selection. The third objective is to design a process that accommodates for these success factors- which ultimately leads to the main goal of answering the main research question.

Research Questions

In order to obtain the research goals, the following main and sub- research questions were formulated:

Main research question:

'How can a partner-selection process be designed so that it enables the formation and continuation of successful partnerships in municipal land developments?'

Sub-questions:

- 1) Within the Dutch urban area development context, how are the roles and responsibilities of public and private parties organised, and how can the collaboration culture be characterised?
- 2) How does the partner-selection method fit into the Dutch procurement system, and how does it compare to the current tender methods??
- 3) What are the important success factors for creating efficient and durable partnerships between public and private parties, and what are the potential barriers?
- 4) Which process events and elements are essential to incorporate in the partner-selection procedure in order to organise the necessary success factors to accommodate for effective and durable partnerships?

Scope

This graduation research focusses on urban area developments where municipalities are the owners of the concerning urban area and act as the initiator (contracting authority) of the (re)-development project. This graduation research therefore focusses on municipal land developments where the municipality's intent is to establish housing and commercial real estate. Due to further demarcation of this master thesis, this research focusses on urban area developments that do not include the development of public and social real estate due to limitations regarding the procurement law. Furthermore, this research focusses solely on the selection and collaboration phase of the partner-selection process (before and after the selection of a private developing partner).

Methodology

In figure (I) below, the research design of this master thesis is illustrated in regards to the methods used, and the respective goals and output results for each research phase.

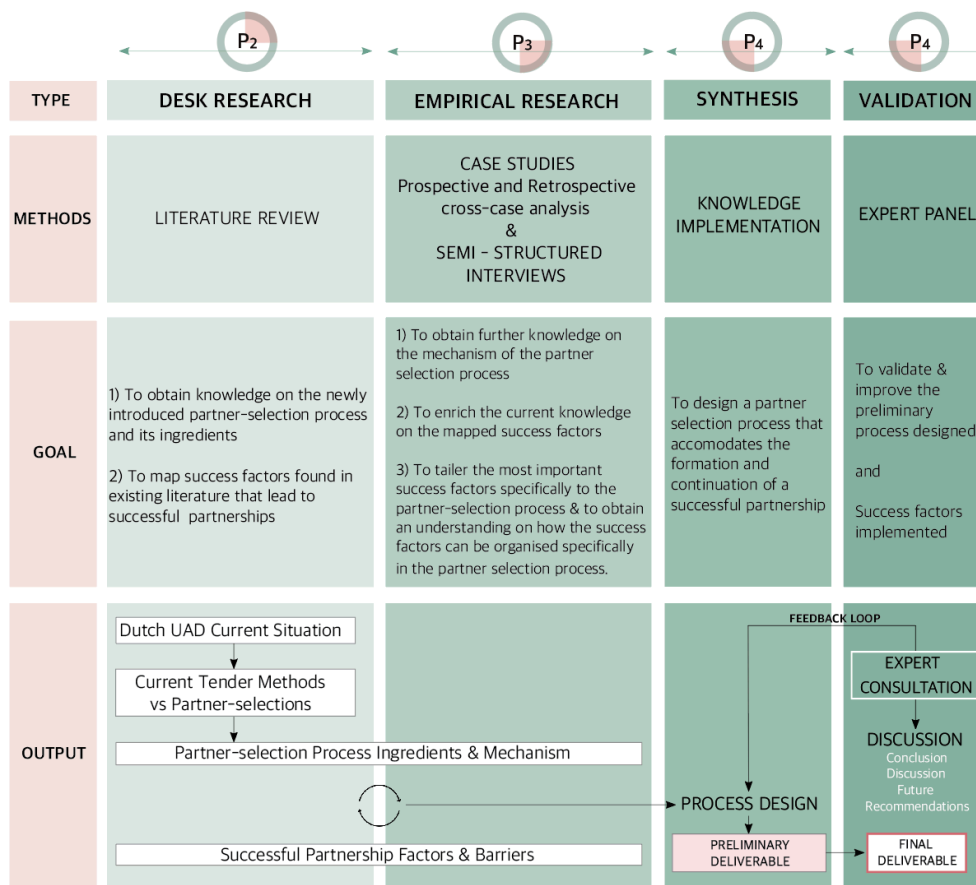


Figure I. Research design

To answer the main research question of this graduation thesis, three phases were carried out: the P2, P3, and P4 phase. The P2 phase was dedicated towards obtaining a clear understanding on the Dutch urban area development context, and to obtain knowledge on the newly introduced partner-selection process and its process ingredients (events & elements- agreements and selection criteria) and barriers, as well as to map the success factors that could potentially lead to successful partnerships between public and private parties.

During the P3 phase, three case studies were analysed, them being: (1) RijswijkBuiten, (2) NYMA-terrein and (3) Smakkelaarsveld. Document studies as well as semi-structured interviews were conducted in order to obtain information as input for the three chosen cases. The goal of this phase was to achieve a deeper understanding on what the partner-selection method could potentially entail. Specifically: 1) to obtain further knowledge on the mechanism of the partner selection process, 2) to enrich the current knowledge of the mapped success factors, 3) to tailor the most important success factors to the partner-selection process, and to obtain an understanding on how the success factors can be organised specifically in the partner-selection process (through events and elements). Furthermore, the barriers constraining successful partnerships were also researched further to be able to design a process that take these barriers into consideration in order to limits risks and uncertainties.

The P4 phase was dedicated directly to answering the main research question. This was done through synthesising and validating the knowledge obtained from both the P2 phase and the P3 phase. Firstly, it involved enriching the currently known partner-selection process and the mapped success factors with all the information obtained from the empirical research. Secondly, the synthesis of information involved organising and tailoring the most important success factors to the partner-selection process so that it accommodated for successful partnerships. The designed process was then validated and elaborated on further with an expert panel to obtain feedback, and to explore its practical realism. The process was then fine-tuned to obtain the final deliverable.

Literature review

Since the 1980s, the influence of the private sector has been steadily increasing, which has lead to an apparent shift from an active land policy to a more facilitative one. Additionally, as urban area developments are becoming more and more complex, local municipalities can no longer single-handedly take on the increasingly complex urban area developments. To make matter more complex, the current system works in such way that the municipalities largely outsource responsibilities to the market through setting up tender procedures in which municipal land developments are competitively put on the market through traditional plan and/or price selection. In recent years, this has brought about a debate regarding whether a new form of competition might be more suitable for complex urban area developments. This thesis therefore explores the partner-selection method. It differs from the current tender methods in a sense that instead of outsourcing responsibilities and risks, the municipality takes on the responsibilities and risks together with the involved private developing party(s)- with the sole purpose of co-creating an urban area development.

The current knowledge on partner-selection

Partner-selection differs from other tender methods as it does not focus on a detailed plan and/or a price bid. Instead, it focusses on selecting a partner. It allows municipalities to find an appropriate developing partner with whom she can collaboratively develop a complex and high-risk piece of land (Kersten et al., 2019; Bruins, 2019; de Zeeuw, 2018; Woertman, 2019). Partner-Selection is a method which provides room for flexibility, collaboration, and the needed integration of knowledge and expertise from both public and private parties (Kersten et al., 2019).

An important distinction to stress is that Partner-Selection focusses on selecting a developing party on the basis of a few general principles and goals, instead of a detailed description of a desired end-product (Kersten et al., 2019; de Zeeuw, 2019). Furthermore, the development of a fitting and solid plan development happens after the selection of a market partner (Jager, 2018; Kersten et al., 2019). Through promoting a partnership between public and private parties, end-results can be optimised (Kersten et al., 2019; de Zeeuw, 2019), unnecessary costs can be avoided (Bruins, 2019; Kersten et al., 2019; de Zeeuw, 2019), and costs and risks can be distributed amongst involved parties (Kersten et al., 2019).

According to Kersten et al. (2019), using partner-selection as a tender method can be particularly useful in the following urban area development scenarios (singular or in combination):

- Complex urban area developments
- Lengthy urban area developments
- Urban area developments with major public demands and wishes
- Urban area developments which need the input of involved external stakeholders.

Partner-selection is said to be useful in the previously mentioned scenarios as it allows for the constant adjusting and shaping of the development outcome (depending on contextual changes) throughout the whole process.

Partner-selection and the obligation to procure

When there is an obligation to procure, the main question arises regarding that of whether or not the partner-selection method can be carried out in practice. According to the literature review conducted, the partner-selection method can't be used for an entire urban area development when public works are involved- according to the procurement law (Kersten et al., 2019). A partner-selection can of course be carried out when there is no obligation to procure. Moreover, when a partner-selection process is used for an entire urban area development, and additional public works and / or services are necessary, these additional efforts need to be procured separately. The winning private developing partner of the concerning urban area development could of course choose to enter the additional procurement competition if the municipality provides a level playing field (Kersten et al., 2019).

The basic existing preliminary process model of partner-selection

Literature also describes an outline (preliminary process model) with basic events and elements that are necessary when organising a partner-selection process. In figure (II), the preliminary model is illustrated.

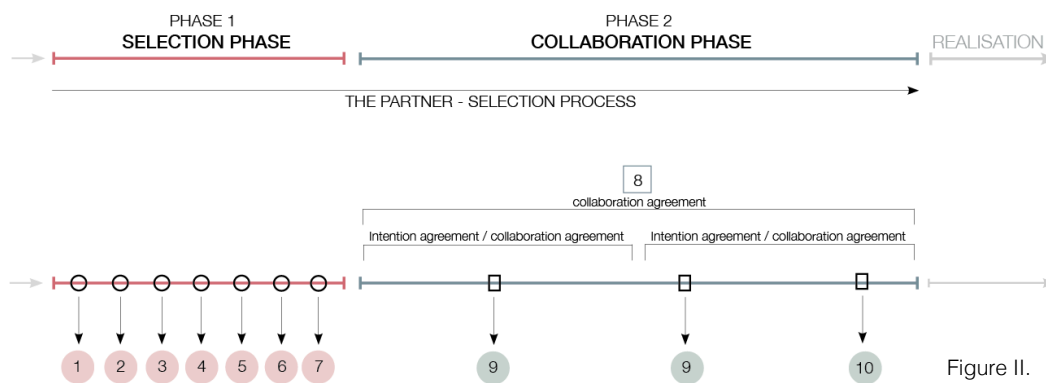


Figure II.

The events and elements being: (1) Announcement / Public registrations: invitation letter and tenderdocuments with further instructions. (2) Suggested moment for questions: questions can be asked about the published tender documents and as well as the selection process. (3) Private developing parties submit the necessary documents and information. (4) The applications are then reviewed and assessed. (5) If deemed favourable: presentations and / or 'round the table' talks are organised to discuss the submissions (6) Selection of a private developing (party) partner. (7) Intention agreement (Dutch: Intentieovereenkomst) set-up & signed. (8) From intention agreement to collaboration agreement (Dutch: samenwerkingsovereenkomst). (9) Phasing and milestones etc. (depending on what has been agreed in the contractual agreements). (10) Purchasing agreement (Dutch: koopovereenkomst).

Success factors - Successful partnerships

When the partner-selection method is used in a municipal land development, the municipality chooses the most suitable developing partner. For the partner-selection method to flourish, successful partnerships between public and private parties must be formed and sustained. This is important because the whole partner-selection process is built around the strength and functionality of a partnership between public and private parties (Woertman, 2019; Kersten et al., 2019). As a result of the literature studies, the success factors were mapped and divided up into four main themes: (A) Legal, (B) Financial, and (C) Organisational, and (D) Relational. The legal and financial success factors are essential for creating a functional and effective environment within which partnerships operate (Dowling et al., 2004; Hardcastle, Edwards & Akintove, 2005). The organisational and relational success factors are crucial for a good and stable continuation of the process as it focusses on the soft sides of such partnerships. The following legal, financial, organisational, and relational success factors were found and mapped (figure III):



Figure III. Success factors - successful partnerships - theory

To be able to obtain a more in depth understanding on how the partner-selection process works in practise, and to be able to enrich the mapped theoretical success factors as its methods of organisation the empirical research was carried out. This was a crucial part of this thesis process in order to be able to transform the basic theoretical partner-selection process model into a more elaborate, robust and realistic one.

Empirical research- case studies results

For each of the three case studies, the process (made up of events & elements) and its respective mechanisms were explored. This was done through researching: 1) the fundamental events & elements, 2) the recommended events from the case itself, and 3) the recommended events & elements as a result of the lessons learned. Also, for each case, research was done regarding the success factors of successful partnerships, and how to organise the success factors during a partner-selection process. The results obtained: 1) selection criteria, 2) financial & legal success factors (and methods of organisation), and 3) relational and organisational success factors (and methods of organisation). The results of each case can be found in figure IV, V, and VI.

*How to specifically organise the success factors, and how it impacts the partner-selection process- consult the master thesis.

Case study results: RijswijkBuiten

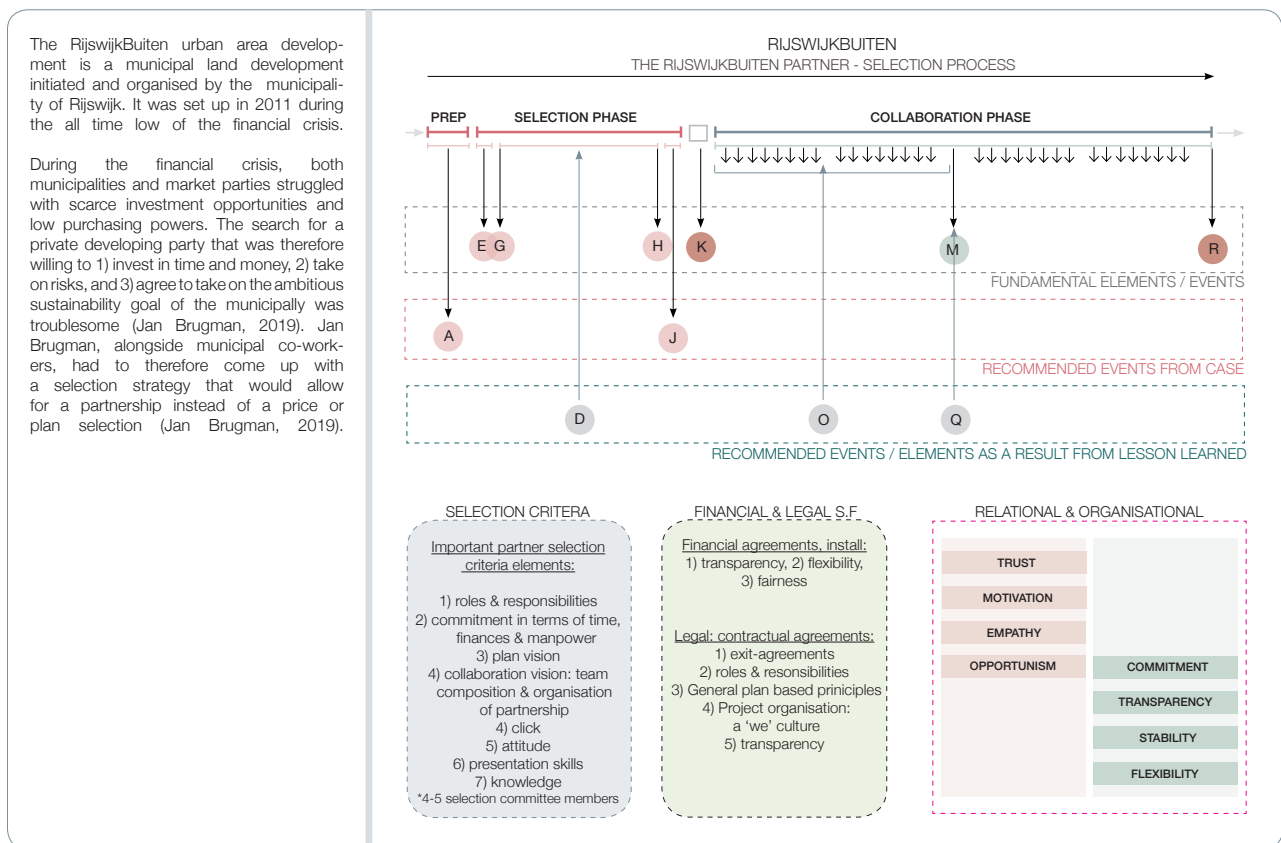


Figure IV. Case study results: RijswijkBuiten

In table I, below, the legend can be found for figure IV, V, and VI.

LEGENDA PROCESS EVENTS / ELEMENTS		LEGENDA NON-PARTNER SELECTION PROCESS EVENTS / ELEMENTS
A Market exploration	K Final award private developing partner & closing collaboration agreement	1 Selection 3 market parties (potential partners)
B Long-list	L Aftercare moment	2 Design process: vision > sketch design (SO) > prototype design (VO) + dialogue rounds
C Motivation letter	M Both parties further work on development plan	3 Final award- market partner > Bilaterale ontwikkel overeenkomst
D Interview / informal talk / One-on-one talks	N Install phases with exit moments	4 Developer works on development plan: from VO > DO
E Public registrations	O Formal meetings	
F Dialogue rounds / informal talks	P Informal teambuilding event	
G Municipality sends out tender documents	Q Evaluation moments	
H Private developing parties submit submissions	R Follow-up agreement	
I Location visit	S Independent third party	
J Final presentations		

Table I. Legend

Case study results: NYMA-Terrein

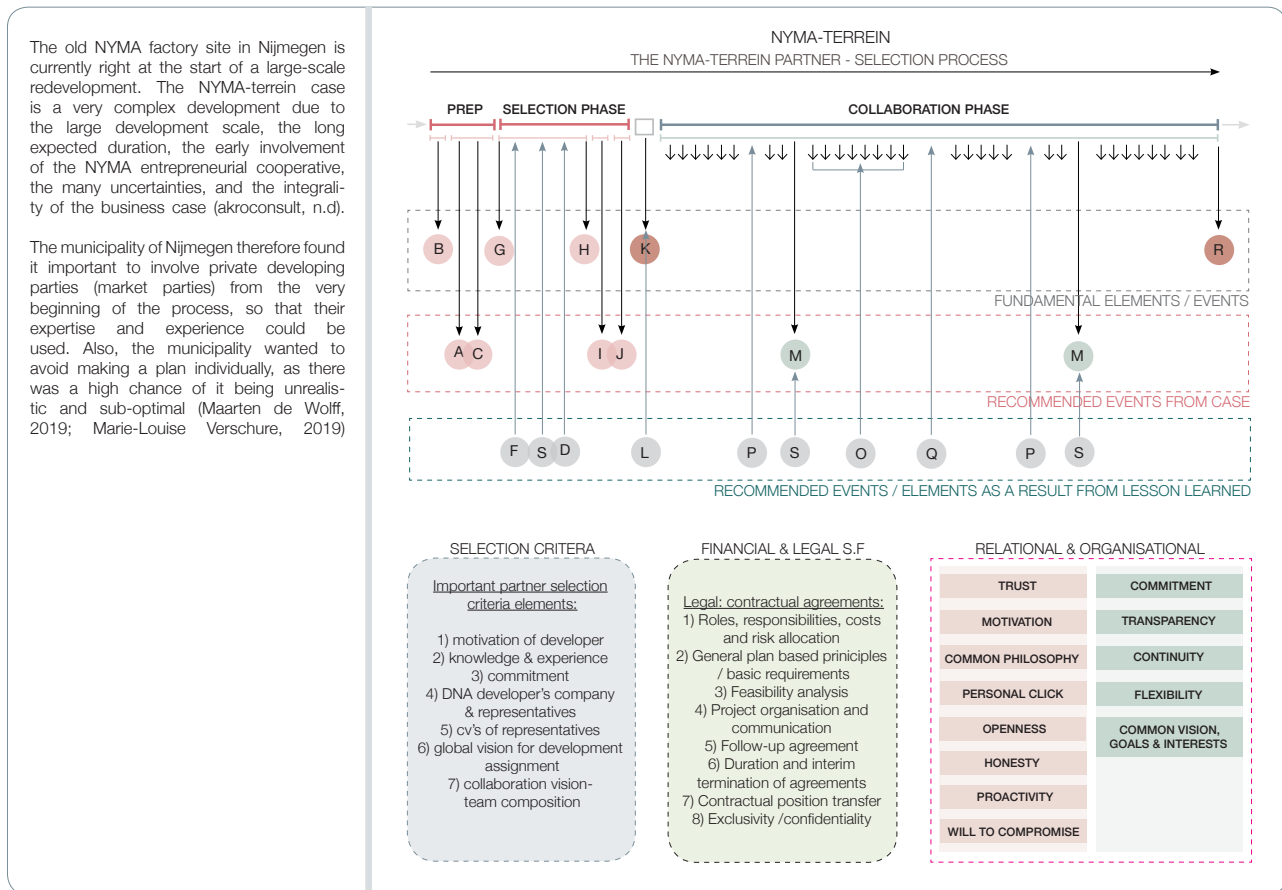


Figure V. Case study results: NYMA-Terrein

Case study results: Smakkelaarsveld

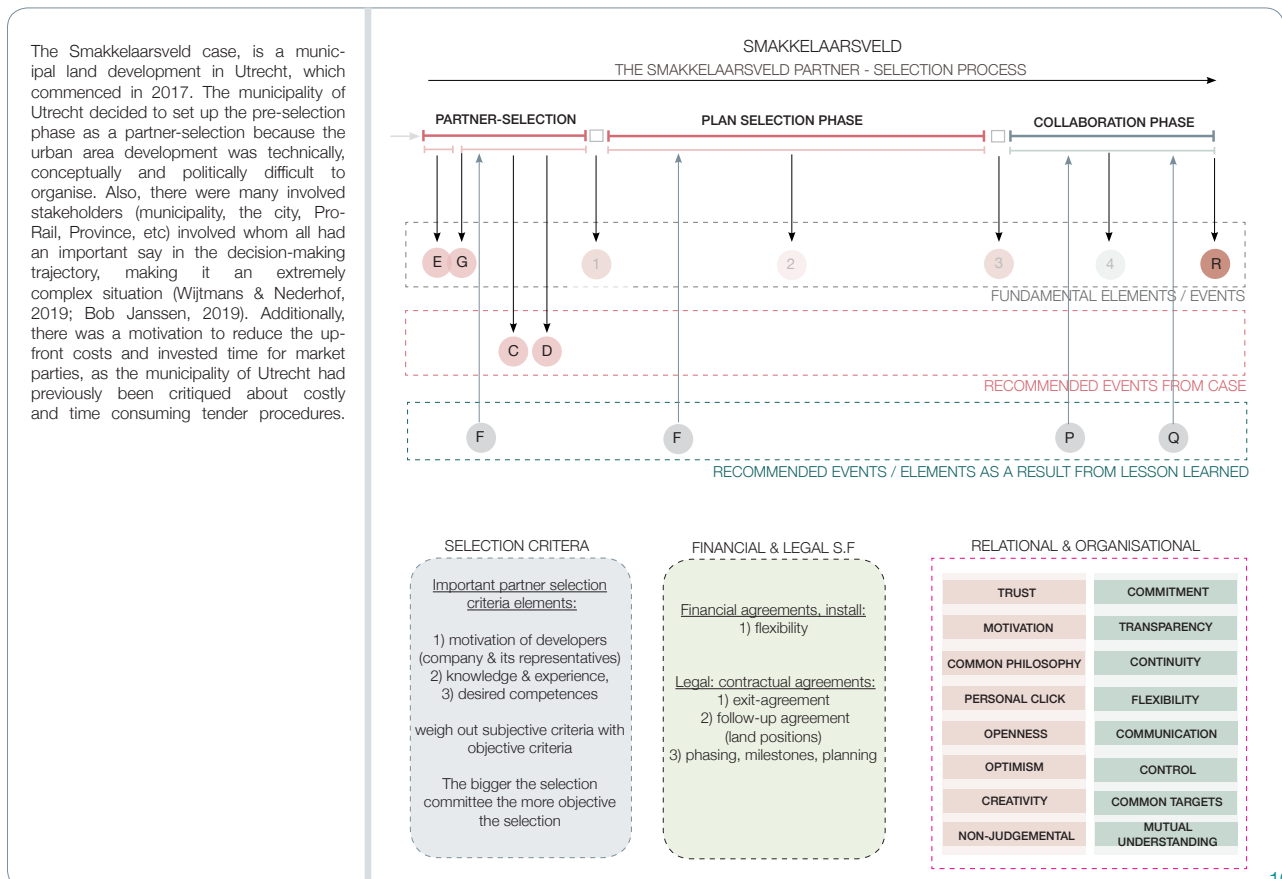
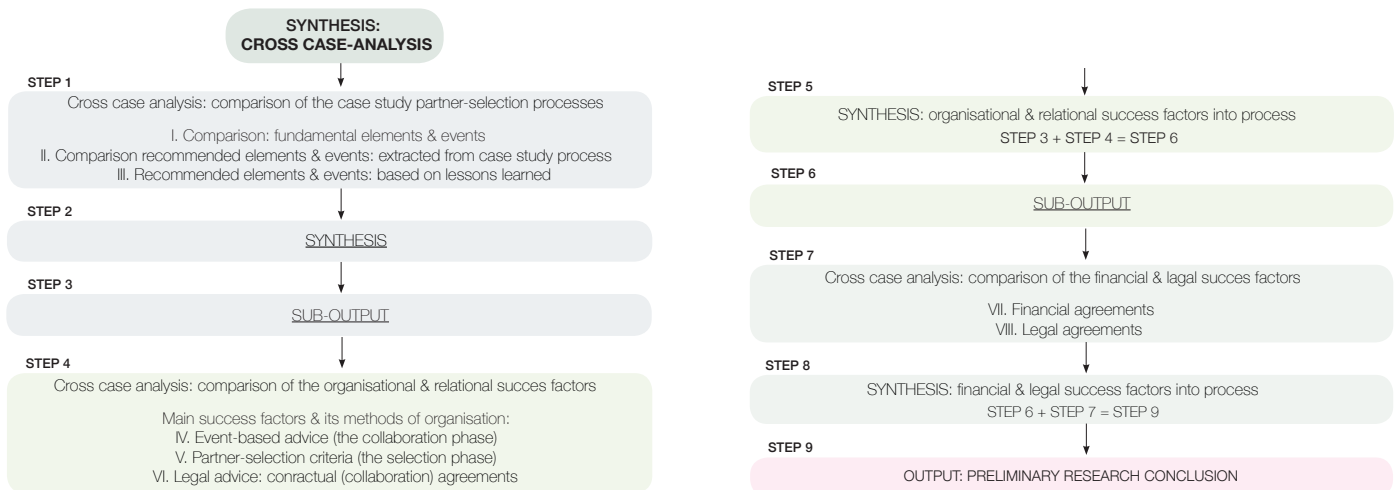


Figure VI. Case study results: Smakkelaarsveld

Synthesis: cross-case analysis & expert panel

In order to be able to design a partner-selection event based process model- the results obtained from the case studies and theory were compared in order to find similarities and differences. The similarities were then used to conclude the main lessons learned. Thereafter, the lessons learned were synthesised and organised into an event-based partner-selection process model (preliminary research conclusion)- by design.



The preliminary research conclusion was then used as input for the expert panel. Professional experts from practice participated in the expert panel, with the purpose to evaluate and validate the preliminary research conclusion- by means of discussion. The feedback was then used to optimise the preliminary research conclusion in order to obtain the final event-based partner-selection process model: the main conclusion (answer to the main research question).

Cross case analysis results > sub-conclusions:

In this research, the success factors have been divided up into four categories, them being: organisational, relational, financial and legal. The main organisational success factors are: 1) trust, 2) motivation, 3) common philosophy, 4) personal connection, and 5) openness. The main relational success factors are: 1) transparency, 2) commitment, 3) continuity, 4) flexibility, and 5) common targets.

The main success factors can be organised through composing the partner-selection process with the following event and elements: 1) one-on-one talks, 2) location visit, 3) informal presentations / talks, 4) informal team building events, and 5) formal meetings. Additionally, the organisational and relational success factors can also be organised through using the appropriate selection criteria in order to select the most suitable private developing partner in order to increase the chances of a successful partnership. Important success criteria elements: 1) knowledge and experience, 2) vision on urban area development, 3) collaboration vision, 4) profile and person, and 5) commitment.

When it comes to the legal success factors, the contract and the exit-strategy were proved beyond important when creating successful partnerships. It serves as a foundation and provides for a safe environment in which successful partnerships can be formed and continued. Important elements to contractually agree upon are: 1) roles, responsibilities, costs, and risk allocation, 2) general plan based principles / basic requirements, 3) feasibility analysis, 4) project organisation and communication, 5) follow-up agreement, 6) duration and interim termination of agreements, 7) contractual position transfer, and 8) exclusivity / confidentiality. Furthermore, important financial success factors to take into consideration during the financial negotiations are: 1) flexibility, 2) transparency, and 3) fairness.

Furthermore, the appropriate contracts should be used, them being: the intention agreement, the collaboration agreement and the follow-up agreement- in this order.

As the partner-selection method is a new phenomenon, it still faces many barriers. The main barriers being:

- Distrust between municipality and private developing party(s)
- Both municipalities and private developing parties may not always be willing to be fully transparent when necessary- due to the fairly traditional real estate industry.
- Many municipalities think that their current and traditional tender system is working well, in turn impeding the potential implementation of the partner-selection procedure.
- Many municipalities don't have the capacity (expertise & knowledge) to act as a partner to developing parties.
- Municipalities are often anxious about losing control due to unfamiliarity, fear of failure and injustice- making the partner-selection process daunting.
- Moreover, municipalities are organised into many sectors- limiting flexibility in terms of ambitions and requirements, which is necessary for the organisation of a partner-selection.

Main research conclusion

The main conclusion is given in the form of an event-based partner-selection process model proposal. The process proposal presents and illustrates an example of how a partner-selection process could be designed and organised. Of course, all municipal land developments are different, meaning that each project requires a customised process. The events and elements of the proposal could therefore be moved around until seen as fit. The proposal therefore serves as a tool to guide municipalities when setting up a partner-selection process.

Main conclusion illustrated: the event based partner-selection process model

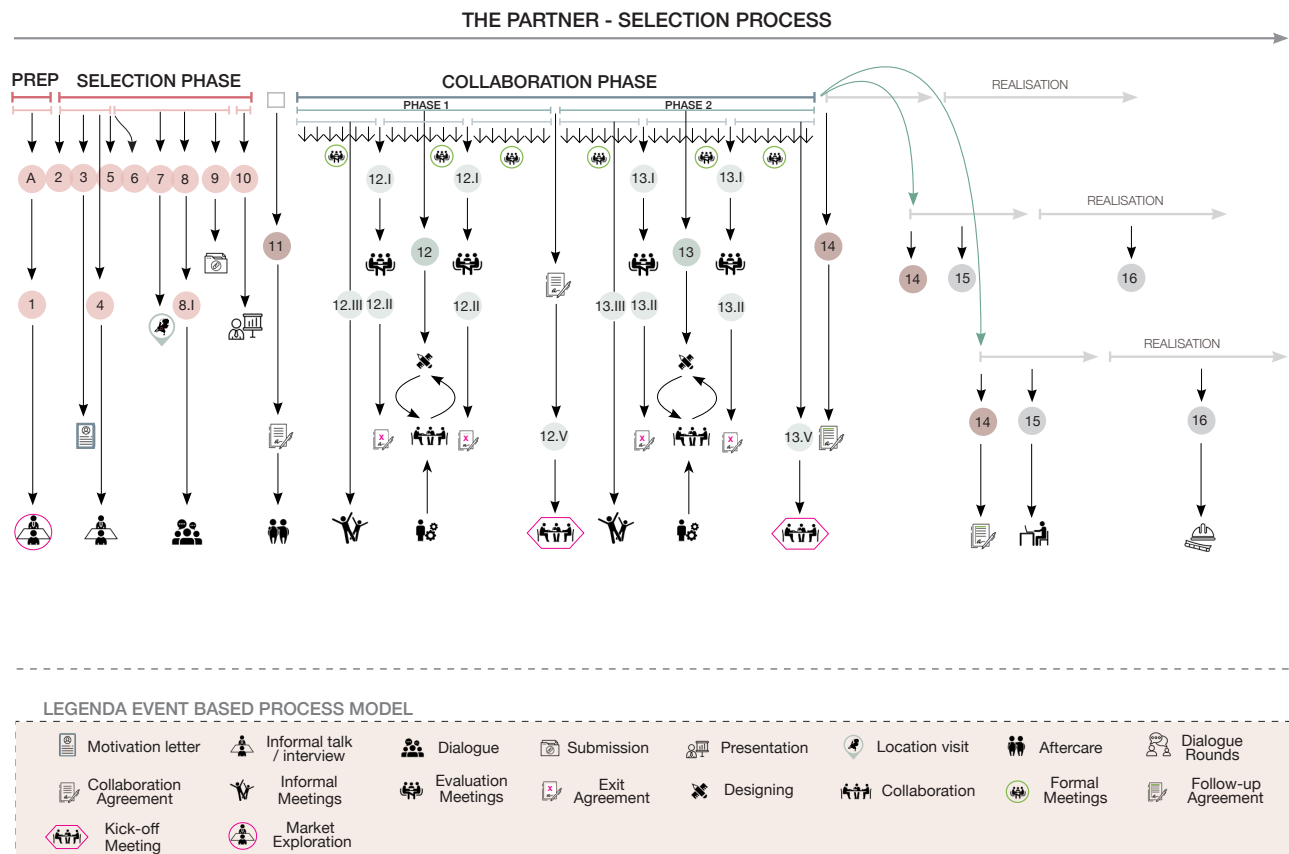


Figure VII. Main conclusion- illustration

The proposal also has its limitations as it is designed to accommodate for the formation and continuation of successful partnerships, specifically: the soft side of the collaboration between the involved private developing parties and the municipality.

PROPOSED PARTNER-SELECTION EVENT BASED PROCESS MODEL

- A. Preparation phase:**
 - Includes: **1. Market exploration**
 - Create a set of ambitions, goals and wishes
 - Compose a team of municipal representatives whom would be able to act as 'partners' to the private developing partner.
 - Create desired profile of private developing partner
 - Construct tender documents: describing the municipal land development assignment, arranged process, and selection-criteria.
- 2. Public registrations and the publication of tender documents and concept contracts:** intention agreement (IOK) & collaboration / development agreement (SOK)- two separate versions, an IOK & SOK for the commercial real estate and an IOK & SOK for public spaces.
- 3. Pre-selection round.** In this round, it is important to focus on which private developing parties are suitable to act as appropriate partners to the municipality. The pre-selection criteria is designed to find the most suitable partners. The motivation letter is a tool in which the pre-selection criteria can be expressed.
- 4. Set up one-on-one talks**
- 5. Submissions & selection** of 3 suitable private developing parties ($x > 3$)
- 6. Start partner-selection round** with 3 private developing parties. In this phase, it is important to focus on which private developing party is most suitable for the type of municipal land development and the subsequent complexities that come along with it. The final-selection criteria are designed to do so.
- 7. Organise a location visit** to the municipal land development location.
- 8. Private developing parties work on final submissions** for the partner-selection round.
- 8.I. Set up group dialogue rounds**
- 9. Submissions are handed in** by all three private developing parties.
- 10. Informal presentations/ talks** about the submissions
- 11. Final award:** selection of one private developing party (based on the final selection criteria) + signing intention agreement. After the final selection, share assessment report and organise an aftercare moment.
- 12. After signing the intention agreement:** the collaboration phase can commence. Organise two main phases: 1) the strategy development phase (SO) and 2) the plan development phase (VO / DO).
Step 1: municipality and real estate developer(s) work on uniting private and public party visions and finalise vision. Both parties then start developing the sketch design (SO).
 - 12.I.** Organise sub-phases with targets (critical success factors) and evaluation moments at the end of each sub-phase. Furthermore, the strategy development phase should end with a contractual moment: signing of the collaboration agreement- before commencing the plan development.
 - 12.II.** When targets (hard & soft) are not met & problems cant be resolved: confide exit agreement.
 - 12.III.** Organise informal team building moments
 - 12.IV.** Organise formal meetings throughout the entire phase & sub-phases
 - 12.V.** Organise a kick-off meeting after the strategy development phase has come to an end, and prior to the commencement of the plan development phase.
- 13. When development strategy (SO and its feasibility) has been completed and approved** by the board of directors (and potentially, RvB, B&W, and developing party's tender board) the second contract: the collaboration / development agreement is signed. Subsequently, the collaboration phase is resumed with step 2: municipality and real estate developer(s) work on development plan: prototype design (VO) and / or final design (DO).
 - 13.I.** Organise the plan development phase into sub-phases with targets (critical success factors) and evaluation moments at the end of each sub-phase. Furthermore, the plan development phase should end with a contractual moment: signing of the follow-up agreement
 - 13.II.** When targets (hard & soft) are not met & problems cant be resolved: confide exit agreement.
 - 13.III.** Organise informal team building moments
 - 13.IV.** Organise formal meetings throughout the entire phase & sub-phases
 - 13.V.** Organise a kick-off meeting after a phase has come to an end, and prior to the commencement of a new phase.
- 14. Follow-up agreement** (ontwikkel / koop of erfpacht overeenkomst)
- 15. Private developing parties work on definitive development plan & design (DO)** independently when not done so in the collaboration phase.
- 16. Realisation** of urban area development

Step 14, 15 and 16, can be repeated as a method of motivation (incentive).

Discussion

This master thesis focusses on the exploration of the soft success factors (organisational & relational) and the hard success factors (legal & financial) necessary for successful partnerships. The soft success factors, however, were explored in further detail than the hard success factors. In order for the partner-selection process deliverable to have been more robust, the hard success factors should have been researched to the same extent as the soft success factors. However, the hard factors, particularly the contractual

agreements as well as selection criteria obtained should provide for a secure enough stepping stone on which can be built upon in the future.

Moreover, it is important to recognise that the soft success factors do not guarantee successful partnerships, but instead, increase the chance of obtaining successful partnerships. Furthermore, the success factors can also be considered impactful and useful in regards to the current traditional methods where the formation and continuation of partnerships may also be desired.

Partner-selection is a new phenomenon in the urban area development industry. The literature available on it was therefore scarce- making the theoretical framework of this research one-sided. It could have therefore been very interesting to further explore the partner-selection phenomenon beyond the borders of the Netherlands, especially in regards to public-private partnerships- for example, England. Additionally, as the partner-selection process entails extensive public-private collaborations, different sectors in which a high degree of collaboration, complexity and uncertainty is apparent can be explored to attain further lessons learned. For example, the IT industry. Also, to acquire a more extensive understanding on how the soft factors can be organised, the psychological side of the soft factors could be researched further to obtain further insights into the behavioural aspects of a partnership.

When conducting the cross-case analysis, it was also interesting to see that the fundamental elements of the partner-selection processes were similar to the traditional tender methods. This was as expected, and confirmed the practicality of the partner-selection process. Furthermore, it was interesting to see that with only a few changes to the selection process- all the difference could be made in terms of choosing a partner instead of a plan.

Recommendations

An aspect of the partner-selection process that could be researched further concerns the needed contracts and the subsequent complementary articles and elements that could lead to establishing a waterproof foundation for the partner-selection process. Additionally, the selection criteria through which the most suitable private developing partner is chosen, could also be researched further in order to be able to establish exactly what is needed to guarantee a successful selection.

Additionally, the advantages of the partner-selection method are currently still hypothetical. In future research it would therefore be essential to explore what the exact advantages are in terms of time, money and development quality. If this can be done, it could potentially convince more parties (public and private) to advocate, participate and initiate partner-selection procedures.

Also, there are currently many doubts about the partner-selection process in relation to the procurement system, and when it can and can't be used. Further studies into this subject could erase the doubts on whether or not it is an appropriate tender method, and specifically, when it is appropriate.

Finally, bringing the proposed partner-selection process model to the attention of more professionals, as well as critics, could bring about further discussions concerning the effectiveness and practicality of the proposed event-based partner-selection process model.

GLOSSARY

Municipal Land Development

An urban area owned by the municipality, for which the development is initiated and contracted by the municipality.

Partnership

Joint working arrangement in which partners whom are Otherwise independent bodies cooperate to achieve a mutual goal through sharing information, risks, costs and awards in order to jointly developing products and services.

Successful Partnership

In terms of effectiveness regarding desired results and durability in terms of maintaining a healthy relationship between partners throughout the partner-selection procedure

Successful Factors

Critical factors that enable successful partnerships.

Organisation success factors:

Organisational factors are factors that concern the action of organizing something. It is an element of influence that contributes to the success of a partnership.

Relational success factors:

Relational success factors concern the way in which two or more parties (public and private parties / key representatives) are connected. It is an element of influence that contributes to the success of a partnership.

Legal success factor:

An element that concerns the legal framework of the partner-selection process that influences and contributes to the success of a partnership.

Financial success factors:

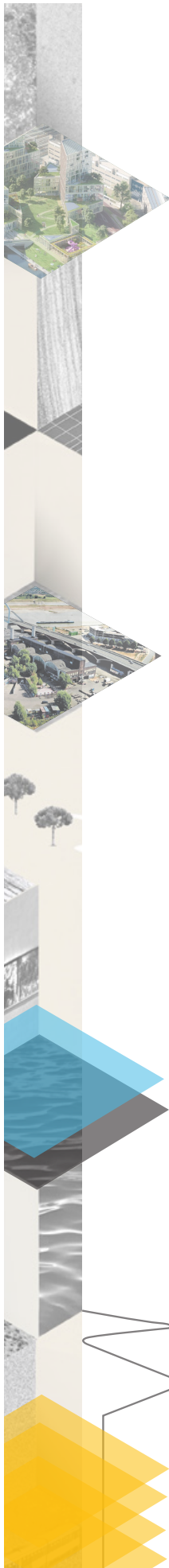
An element that concerns the financial framework of the partner-selection process that influences and contributes to the success of a partnership.

Event-based process model

In this research, the event-based process model is a term which describes and illustrates the mechanism of the partner-selection process in terms of its ingredients (components) and mechanism (chronological order).

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1. INTRODUCTION

1.1. Problem Statement

Motive 1: Rising Complexity of Urban Area Developments

Urban area developments are becoming increasingly more complex, especially inner city area developments. The complexity stems from the difficult task of implementing new developments in an already existing urban fabric. This brings about complications such as existing buildings, cultural heritage, established open spaces, commercial functions as well as complex mobility networks (Kersten, Schroots, Amerika & Bregman, 2019). The same complications count for inner city re-development projects. Furthermore, the complexity of urban area developments also stem from stricter sustainability requirements (ten Have, 2017; Jager, 2018; NEPROM & Akro Consult 2011), new technological trends, changing economic climates, the implementation of the new environmental code (ten Have, 2017; gebiedsontwikkeling, 2018), and the need to involve important end-users in early stages (Kersten et al., 2019).

At the same time, potential development locations are growing scarce, and building costs are significantly rising due to the stagnating construction industry. This comes as a result of growing supply chain costs as a consequence of lacking subcontractor and supplier capacity, in combination with increasingly higher material prices (Deloitte. 2017). Additionally, the ownership of land is often fragmented, which leads to additional uncertainties as planological adjustments are difficult to predict in advance (Woertman, 2018; Kersten et al., 2019).

Moreover, the ambitions and interests of municipalities when initiating urban area developments have become more comprehensive and specific (de Zeeuw, 2018; ten Have, 2017; Janssen, 2018). This is because many municipalities are increasingly appealing for more affordable housing as well as the development of social and cultural functions whilst requesting for an environment that is healthy, socially inclusive and sustainable (Kersten et al., 2019). The increasing ambitions and interests of municipalities in combination with the obstacles that come with urban area developments have lead to difficult tasks. The complex tasks often come hand in hand with the burning question regarding whether or not the project is feasible or not.

Complex urban area developments often come along with major uncertainties, risks, and unknowns regarding the end-results of the posed development assignments (Bruins, 2019; Kersten et al., 2019). This could imply that the current classic tender system in which municipalities select a private developing party based on a set plan and/or price selection criteria might not anymore be the most suitable option for complex projects (de Zeeuw, 2018; Kersten et al., 2019). This is because in many cases, the current tender system is built around set requirements, rigid goals and set-in-stone processes (de Zeeuw, 2018; ten Have, 2017; Janssen, 2018). The current tender system may therefore not optimally allow for the space and flexibility to attain optimal urban area development results. When this is the case, a different- more light and flexible version of selecting a private party is potentially more suitable (Veenhof, 2018). Of course, in the cases of urban area developments where the assignments are more straightforward, the role of the current tender system is still very prominent and suitable.

Additionally, to optimally design and develop complex urban area developments, the expertise and knowledge of both public and private parties should be used. It is important to bring parties together from the beginning so that the ambitions and interests of both parties can be incorporated from the start (Bruins, 2019). According to Kersten et al. (2019) and Bruins (2019), it is essential for public and private parties to collaborate in order to obtain optimal results. However, the current classic tender methods do not fully support a close collaboration between public and private parties. Again, in some urban area developments cases this is not necessary- the current tender system is therefore still an important system to keep around.

Motive 2: High Tender Costs & Lengthy procedures

The high tender costs that come along with entering and competing in tenders is a well known complaint in practice (Janssen, 2018; Bruins, 2019; de Zeeuw, 2018; Kersten et al., 2019). It is said that tender costs make up 2-3 percent of the total building construction costs, and 4-6 percent of the contracted tender amount (ten Have, 2017). The high tender costs made by private developing parties consequently effect the society as a whole. This is because within the current system of tendering, several private parties are asked to create almost completely worked out plans for the concerning urban area development- which has been competitively put on the market by the municipality (initiator), to develop and purchase. However, after

selection, only one plan is chosen, essentially throwing the other plans out of the window. This is extremely wasteful and unnecessary (Veenhof, 2018). The high tender costs do not only affect the profit margins of the private developers, but they also affect the competition of tender procedures- as less and less developers decide to enter the procedures (Clahsen, 2017; Janssen, 2018). The current tender procedures are also time consuming and often wasteful since the winning chances are low (Cobouw, 2017). However, the need to speed developments up comes as a result of the current situation that we are in, an important example is the shortage of affordable residential housing in the Netherlands (Boelhouwer, 2018; Ministerie van Binnenlandse Zaken en Koninkrijksrelaties, 2018).

Motive 3: Misplaced focus

Currently, tenders often result in quantity and profit oriented products (urban area developments) instead of quality (de Zeeuw, 2018; ten Have, 2017). This however does not always improve the current situation, especially with the rise of complex urban area developments. When the complexity of the urban area developments are to be tackled appropriately, tenders must become more flexible to allow for the opportunity in which market parties can be creative. Furthermore, effective collaboration between public and private parties should be stressed in order to tackle the complexity of urban area development structurally. However, this too is often not accommodated to the fullest extent by the current tender system (ten Have, 2017).

1.2. Problem Statement Summary

With urban area developments becoming more and more complex, in combination with high tender costs, lengthy procedures and a growing misplaced focus- the current (traditional) tender system may not always provide for the most appropriate results. The need for quality oriented procedures which are flexible and allow for effective collaboration are therefore becoming more and more apparent. However, the current tender system- especially the classic tender methods, do not always provide for such requirements- which could have potentially lead to suboptimal urban area development results.

2. RESEARCH PROPOSAL

2.1. Research Goals

In practice, many professionals are introducing the new method: partner-selection. According to its advocates (AKRO Consult & FAKTON Advisors), partner-selection could be the solution to the problems analysed in chapter 1. It is said to provide the necessary ingredients to deal with complex developments that come along with many public and private interests, high risks as well as an uncertain and unknown end-product. This research will therefore explore its potential as well as its credibility. The main goal of this research is therefore to help build the partner-selection process into a robust and trustworthy method through designing it in such way that it accommodates for the formation and continuation of successful partnerships- as healthy partnerships are essential for the success of a partner-selection method. The main goal can be divided into three objectives. Since it is a new phenomenon, the first objective is set out to obtain a clear overview on how the partner-selection process works in practice, and what its successes and obstacles are. The second objective is to find out what the most important factors are that lead to successful partnerships, and to explore the methods of organisation of each of these success factors specifically to the process of partner-selection. The third objective is to design a process that accommodates for these success factors, which ultimately leads to the main goal of answering the main research question.

2.2. Research Scope

This graduation research focusses on urban area developments where municipalities are the owners of the concerning land and act as the initiator (contracting authority) of the (re)-development project. This graduation research therefore focusses on municipal land developments where the municipality's intent is to establish housing and commercial real estate. Due to further demarcation this master thesis, this research focusses on urban area developments that do not include the development of public and social real estate due to limitations regarding the procurement law.

2.3. Deliverables

This research focusses on the process of the partner-selection method, more specifically, it focusses on how the partner-selection process could be set-up in order to optimise the chances of forming and sustaining successful partnerships. As the first steps of the partner-selection process have already been thought-out by a few urban area development practitioners, this research builds upon the already existing information, and explores the partner-selection process further via empirical studies. Through using the existing information available on partner-selection in combination with further literature and empirical studies- an enhanced and more extensive version of the partner-selection process is designed. The design of the partner-selection process will take the form of an event-based process model, which serves as a recommendation for municipalities specifically, and consequently also as a detailed insight into the process for private developing parties.

2.4. Scientific Relevance

The scientific relevance stems from the disproportionate relationship between the changes and rising complexities of urban area developments and the current tender culture. In existing literature, a significant amount has been written about the changing urban area developments and what it requires, and how the current Dutch tender system works. This being said, more and more professionals are now vouching for the implementation of the new partner-selection method (Bruins, 2019, Woertman, 2019; Jager, 2018), as many say it may be the solution to certain assignments in complex urban area developments. However, as it is a new phenomenon, the potential of the partner-selection method has not yet been proven, and more importantly, the way the process works has not yet been established- this introduces the first scientific gap. Furthermore, even though the success factors of public private partnerships has been extensively researched in existing literature, none are specific to the partner-selection method- this introduces the second scientific gap, substantiating the scientific relevance of this research.

2.5. Practical Relevance

In the Netherlands, the partner-selection method is a fairly new phenomenon (Bruins, 2019). It is a method that has only been carried out in a few cases- either as a pilot, partly, or up to a certain extent. This research will therefore focus on the process of the partner-selection method and how it could be designed in order to optimise the chances of forming and sustaining successful partnerships. This output design can then be used by urban area development professionals (particularly the initiating municipality) as a guide when deciding to carry out a partner-selection. More importantly, the extra dimension given to the partner-selection process concerning the formation and continuation of successful partnerships could potentially

enhance and sharpen the current partner-selection process- making it a more viable and accessible option when choosing a tender method. Also, the in-depth attention given to the success of potential partnerships may increase the trust that professionals have in the partner-selection method - making it a more reliable option for municipalities to adopt and for private developing parties to participate in.

2.6. Research position- domain

In figure 1 below, the exact positioning of this research can be found in terms of where in the urban area development process it is positioned and what part of the tender process this research is specifically focussed on.

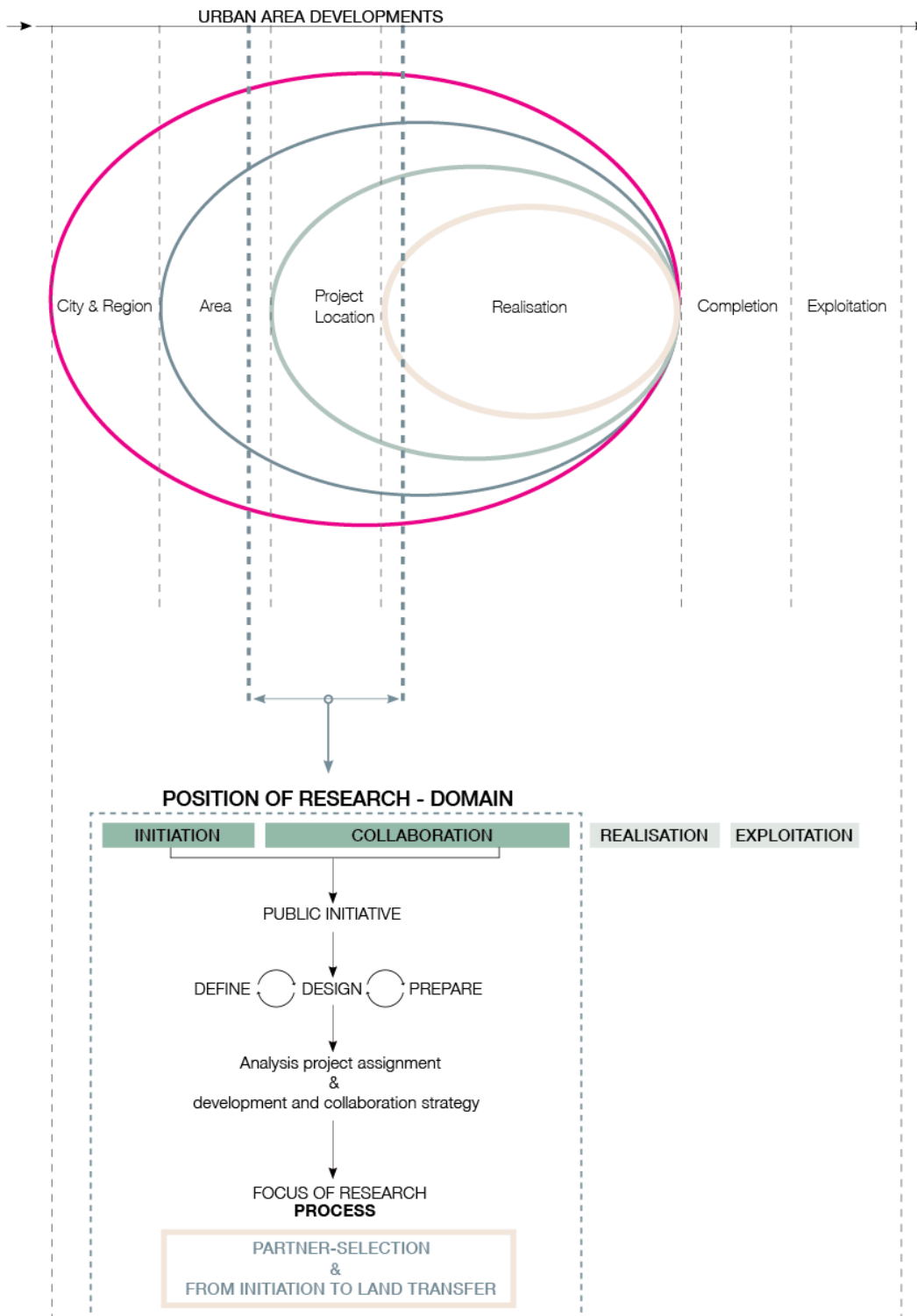


Figure 1. Positioning of research (own ill)

3. RESEARCH QUESTIONS

3.1. Main Research Question

'How can a partner-selection process be designed so that it enables the formation and continuation of successful partnerships in municipal land developments?'

3.2. Sub Research Questions

1) *Within the Dutch urban area development context, how are the roles and responsibilities of public and private parties organised, and how can the collaboration culture be characterised?*

Research purpose: to obtain sufficient knowledge on the organisational system of Dutch urban area developments and the roles and responsibilities of public and private parties within this system.

Research method: literature review

2) *How does the partner-selection method fit into the Dutch procurement system, and how does it compare to the current tender methods??*

Research purpose: to obtain sufficient knowledge on the current procurement system and methods (tenders and market party selection processes) and the current knowledge and progress of the partner selection procedure.

Research method: literature review and empirical studies (case studies & semi-structured interviews)

3) *What are the important success factors for creating efficient and durable partnerships between public and private parties, and what are the potential barriers?*

Research purpose: to obtain sufficient knowledge on what the known success factors and barriers are of successful partnerships.

Research method: literature review and empirical studies (case studies & semi-structured interviews)

4) *Which process events and elements are essential to incorporate in the partner-selection procedure in order to organise the necessary success factors to accommodate for effective and durable partnerships?*

Research purpose: to obtain the necessary information needed to be able to re-organise and improve the current partner-selection process in order for it to accommodate effective and durable partnerships throughout the process (from initiation up until realisation).

Research method: empirical studies (case studies & semi-structured interviews)

4. RESEARCH METHODS

4.1. Type of study

Based on the distinction made by Barendse, Binnekamp, De Graaf, Van Gunsteren, and Van Loon (2012), the main research question of this thesis is an operational research question as the goal of the question is to improve the current situation through essentially optimising the current partner-selection process in terms of forming and sustaining successful partnerships in a traditional and seemingly outdated tender culture. The operational character is the result of the intention to design an additional dimension to the current process for partner-selection- a new artefact. Also, the main question is also prescriptive, which can be identified through the word 'how'. The main research question therefore applies to the arena of formal sciences (Barendse et al., 2012). However, as the lead topic of this thesis (partner-selection), is a new phenomenon and has not been fully researched scientifically as well as carried out in practice, qualitative research is necessary to understand the 'how' question. Empirical research is necessary in order to understand the problem as well as to identify the solution space in which to design a new ly improved process. The first phase of this research will focus on the creation of a solid theoretical background, the second phase will focus on empirical research through case studies and semi- structured interviews. The final and third phase will focus on designing the partner-selection process, which will provide an answer to the main research question. This design will then be validated through an expert panel As this graduation research will combine both empirical and operational research methods, it can be classified as a hybrid research (Barendse et al., 2012). The objectives of this study are: 1) descriptive in a sense that it systematically describes a situation, problem and a phenomenon (Kumar, 2019), 2) correlational in terms of discovering interrelationships (Kumar, 2019), and 3) exploratory in a sense that a research topic (partner-selection) is explored which little is known about (Kumar, 2019).

4.2. Data Collection

To answer the main question of this graduation research, three phases were carried out. The first phase (P2) included the exploration of the key topics through a literature review on four topics: (1) Dutch urban area development context, (2) current tender methods versus partner-selection method (specifically, the partner selection process), and (3) success factors and barriers for successful (public- private) partnerships. The goal of the literature studies carried out was to obtain knowledge on the newly introduced partner-selection process and its ingredients (events, elements and mechanism), as well as to map the success factors and barriers that lead to successful partnerships between public and private parties.

In phase two (P3), case studies (including the relevant case documents) were analysed and semi-structured interviews were conducted. The goal of this phase was to explore the partner-selection process further in order to obtain a deeper understanding on how the process works in practice, specifically, to obtain a better understanding on how the ingredients work (events, elements of the process, and its mechanism), whether or not the ingredients implemented were effective (in terms of creating successful partnerships), and what the lessons learned are (what has lead to impeachments, and what has lead to successes). The empirical studies were imperatively important in understanding the partner-selection process as the partner-selection method was (and currently still is) a new phenomenon. Also, the success factors of successful partnerships were explored more extensively during the empirical studies in order to enrich the current knowledge, as well as to tailer the most important success factors specifically to the partner-selection process. Barriers constraining successful partnerships were also researched further to be able to design a process that limits risks and uncertainties. Furthermore, consultancy firms currently working on introducing and installing the partner-selection method (AKRO Consult and Fakton Capital) were interviewed in order to obtain their perspective, knowledge and experience as well.

Phase three (P4) was dedicated directly to answering the main research question. This was done through synthesising and validating the knowledge obtained from both phase 1 and phase 2. Firstly, it involved enriching the currently known partner-selection process with all the information obtained from phase two (P3). Secondly, the synthesis of information involved organising and tailoring the most important success factors of successful partnerships to the partner-selection process. Finally, the process was designed in such way so that it accommodated for successful partnerships. The designed process was then validated and elaborated on with an expert panel in order to find the missing gaps to obtain feedback, and to explore its realism (whether or not it could be realistically carried out in Dutch practice). The process was then fine-tuned to obtain the final deliverable.

4.3. Methods and Techniques

In this paragraph, the methods and techniques that were necessary to conduct this research will be described. The interrelationships between them are also addressed to illustrate the relevancy of each study and the respective necessary outcomes.

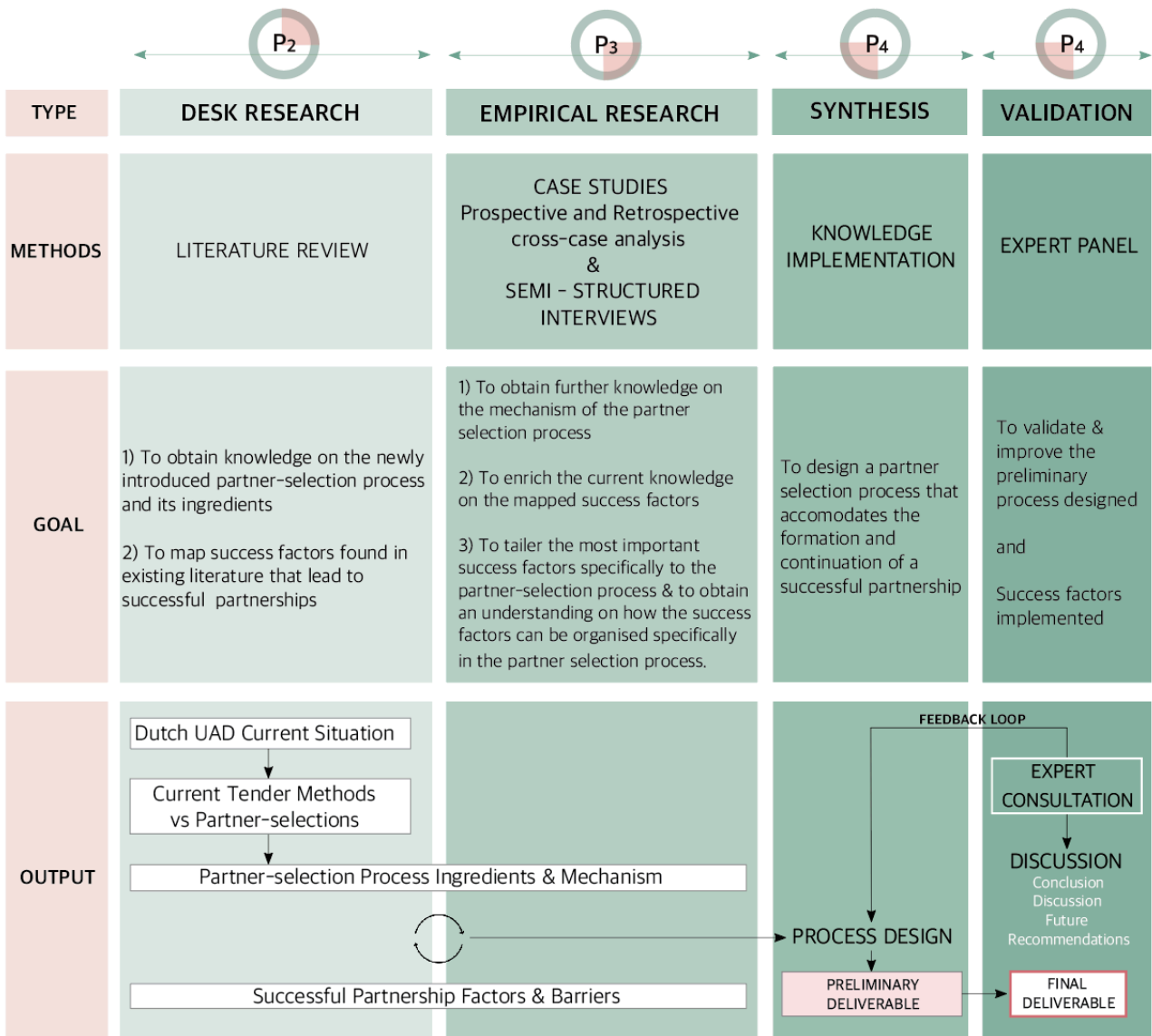


Figure 2. Research design (own ill)

4.3.1. Literature Review

The literature review was carried out in the first phase of this graduation research, and formed the foundation on which the next phases were built. The literature review was carried out in order to answer sub-questions 1, 2, and 3. These sub-questions were primarily used to pin-point the exact gap in literature and to create a substantial theoretical framework.

The goal of the literature review was to the gain an understanding on the following research topics: (1) Dutch urban area development situation, (2) Current tender methods versus partner-selection method (specifically, the partner selection process), and (3) success factors (legal, financial, organisational and relational) and barriers for successful (public- private) partnerships. The first two research topics were explored to obtain a clear understanding on the context of urban area development and its organisation, as well as the current tender methods that already exist. This was the necessary background knowledge needed in order to construct a proper understanding of the Dutch tender system. Furthermore, the foundation created was imperative to comprehend the potential of the partner-selection method / process, as well as how the respective process could be designed which could realistically be applied to practice.

The third research topic which was explored were the factors that contributed to successful partnerships between public (municipality) and private (developing companies) parties, as well as the barriers that impede partnerships. The three topics were necessary to ultimately design the partner-selection process. Of course, as partner-selection is a new phenomenon and limited knowledge and experience could be retrieved from the literature studies- case studies and semi-structured interviews were conducted in order to build upon the knowledge gathered from literature. Interestingly, extensive information was found on the success factors of successful partnerships, however, the success factors found were of course not tailored to partner-selection. The information found in existing literature therefore enriched existing theory through empirical studies.

4.3.2. Knowledge Gap

Through the conducted literature studies, the new partner-selection method was discovered. However, the partner-selection method was and still is pre-mature. In literature as well as in practice, partner-selection has been introduced as a method that could be used to improve the current situation as an alternative to the currently existing partner-selection process, not as a replacement. However, not much is known about its effectiveness, whether or not it could actually be implemented in practice, and how exactly the process should be set up. Furthermore, the knowledge gap is used to identify the motives for the problem statement (§1.2) and to substantiate the scientific relevance of this graduation research (§2.4).

4.3.2. Empirical Research

4.3.2.a. Case Studies

According to Yin (2003) a case study is 'a contemporary phenomenon within its real life context, especially when the boundaries between a phenomenon and context are not clear and the researcher has little control over the phenomenon and context'. Also, one can study the reasoning behind certain decisions made, how the decisions have been implemented and what the results of the decisions were (Schramm, 1971). Furthermore, a case study has unique distinctive attributes, them being: particularistic, descriptive and heuristic (Yazan, 2015).

- Particularistic: focusses on a particular program, event, situation, or phenomenon (Yazan, 2015). In this case the particularistic attribute can be found in the phenomenon partner-selection.
- Descriptive: it generates a substantial description of the phenomenon studied (Yazan, 2015).
- Heuristic: it clarifies the phenomenon (Yazan, 2015).

In this research, the case studies were therefore used to further explore the partner-selection process and the corresponding success factors that could potentially lead to successful partnerships. Through analysing the case studies, the results from practice were researched and documented in order to collect new insights. This was necessary to fill the current scientific gaps in knowledge, as well as to obtain information needed from practice to answer the main research question.

The case studies further researched and elaborated on the following sub-questions:

- 2) How does the partner-selection method fit into the Dutch procurement system, and how does it compare to the current tender methods?
- 3) What are the important success factors (legal, financial, and organisational) for creating efficient and durable partnerships between public and private parties, and what are the potential barriers?
- 4) Which process events and elements are essential to incorporate in a partner-selection procedure in order to organise the necessary success factors relevant to accommodate for effective and durable partnerships?

The case studies provided for additional and more extensive answers to sub-question 2 and 3. Sub-question 4 was also answered through obtaining extensive insights into how the partner-selection process could be set-up in terms of organising the success factors through implementing its methods of organisation (events and elements) in order to accommodate for the formation and continuation of successful partnerships. The case studies analysed included: (A.) retrospective case studies on already carried out partner-selection procedures in urban area developments and (B.) prospective case studies on partner-selection procedures which are currently being carried out.

A. Retrospective case studies

Through retrospectively looking at a case where a partner-selection has been carried out in practice, specifically, municipal land developments, it provided for the opportunity to extract the useful lessons learned. Also, the events, elements (rules, agreements, criteria, etc), and the procedural set-up of the

process (organisation and implementation of the events and elements) were further examined. This enhanced the current theoretical knowledge on the procedural partner-selection set-up obtained from literature. Furthermore, the roles, responsibilities and objectives of the involved parties, in particular the participating municipality and project developer(s) were explored further in order to understand the organisation better. Most importantly, the factors and corresponding methods used to obtain successful partnerships in practice were analysed. This was done in order to enrich the current success factors mapped, and to add factors as well as eliminate factors. Also, the method of implementation of the success factors in the partner-selection process of the concerning case studies analysed were analysed in order to obtain lessons learned. This came in handy when designing the deliverable. Lastly, the barriers and difficulties faced when carrying out the partner selection method were investigated.

B. Prospective case studies

Prospective case studies were analysed as the partner-selection method is a new phenomenon, which consequently meant that only several cases existed in which the method had been partly or fully carried out. Also, due to common sources of error as a result of potential bias in retrospective case studies (StatsDirect Ltd, n.d), prospective case studies were also conducted. The prospective case studies involved municipal land developments where the partner-selection method was used by the initiating party (municipality). The prospective case studies used have not yet resulted in successful or unsuccessful urban area developments, as the developments are still proceeding in practice. The same research was done for the prospective case studies as for the retrospective case studies.

4.3.2.b. Guiding questions case studies (Define & Design)

To secure properly answering the research sub-questions (and thereby indirectly the main research question), the following topics were researched:

- 1) How is the partner-selection process set-up in practice? What are the concurrent lessons learned?
- 2) Which factors were used that lead to potential successes / failures of the partnership(s)?
- 3) How have the successful factors been implemented in the partner-selection process?

4.3.2.c. Case Studies Criteria and Selection (Define & Design)

As mentioned earlier, partner-selection has not been carried out yet extensively in practice. In fact, there are only a few cases in which partner-selection has been carried out either fully or partly. The limited number of case studies and practical knowledge available on this new method substantiates the practical relevance of this research (§2.5)

Setting up a selection process required a carefully constructed set of criteria, this was necessary to guarantee an informed and carefully thought out decision making process. However, in the case of this research, there were a limited number of cases available. Therefore, the criteria set up for this research were tolerant and flexible. The most important set of criteria set was that the cases had to take place within the bandwidth of the research scope (§2.3) of this thesis. This was imperative in order to decrease the differences in the context between the chosen cases (both retrospective and prospective)- this allowed for better comparisons between discoveries and conclusions.

Case Study Criteria

- The municipality had to be the owner of the concerning land (to be developed)
- The municipality had to be the initiator of the land development
- The municipal land development had to be an urban area development in the Netherlands
- Retrospective cases had to at least involve partner-selection in the selection phase, and if possible also the feasibility phase (up until the realisation phase)
- Prospective cases had to at least involve partner-selection in the selection phase, and if possible also the feasibility phase (up until the realisation phase)
- Prospective and retrospective cases could include both successful and unsuccessful outcomes (specifically in terms of partnerships). Necessary to extract lessons learned.

Selected Case Studies

To conduct this research to its fullest extent, the decision was made to take on the 'depth over scope' approach, meaning that three most relevant case studies in the Netherlands were chosen and explored, them being: 1) the Rijswijk Buiten Case, 2) the NYMA-Terrein Case, and 3) the Smakkelaarsveld Case.

4.3.2.d. Cross-Case Analysis

Once the case studies were completed, conclusions were drawn. The process started off with a cross-case analysis wherein the findings of the three cases were analysed and compared. The cross-case analysis was adapted from Yin (2014) and proceeded to answer the 'why' and the 'what'. The 'why' concerned the following question: why is it so important to create and uphold successful partnerships within the partner-selection process. The 'what' concerned the questions: 1) what are the most important success factors for partnerships to succeed in a partner-selection process?, 2) what are the methods available / necessary to organise the success factors?, and 3) what are the results of the partner-selection processes carried out, and what are the potential barriers of successful partnerships?

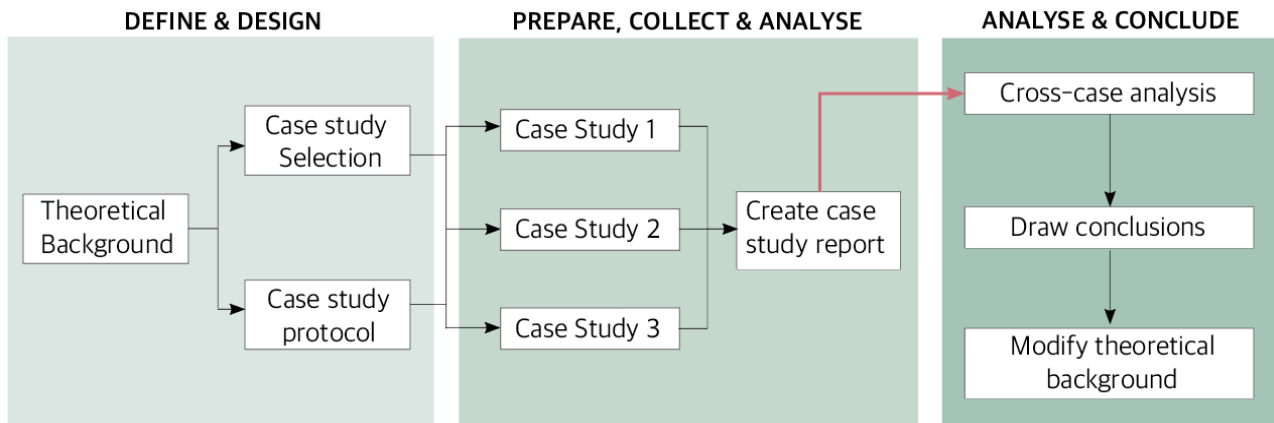


Figure 3. Case Study Design (adapted from Yin (2014))

4.3.2.c. Semi-Structured interviews

The aim of conducting semi-structured interviews was to provide a greater in-depth understanding of the analysed cases, as well as to obtain more information that could support the findings from the corresponding case study documents. This particularly covered the organisation, rules, agreements, events, elements, procedural set-up, and the factors leading to successful partnerships (as well as the barriers impeding partnerships) of the partner-selection method used. Semi-structured interviews were specifically chosen as a research method for this master thesis as it allows for unexpected issues and information to emerge during the course of the interviews (Bryman, 2016; Edwards & Holland, 2013). This allowed for the opportunity in which the case studies could be explored in a more in-depth manner.

Additionally, since partner-selection is all about creating successful partnerships in order to collectively come up with the best possible development plan, the semi-structured interviews were also used to acquire an extra research dimension. This was done because it allowed for the exploration of the opinions and personal experiences of the involved parties. This was necessary in order to understand which success factors were important to achieve in the partner-selection process. Interviews were therefore held with the involved municipal representatives as well as the private developing parties of the analysed case studies.

4.3.2.b. Guiding questions of semi-structured interviews

To secure properly answering the research sub-questions (and thereby indirectly the main research question), the following topics were researched (which were in-line with topics of the case studies):

- 1) How is the partner-selection process set-up in practice? What are the lessons learned?
- 2) Which success factors (legal, financial, organisational and relational) are used that have lead to the success / failure of a successful partnership?
- 3) How have the successful factors been implemented in the process?

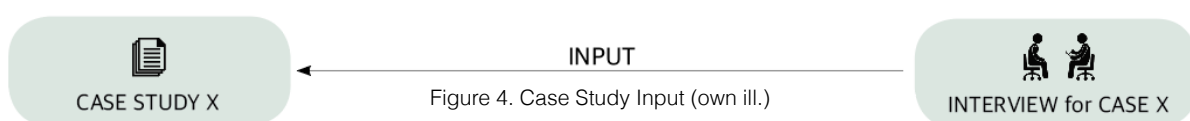


Figure 4. Case Study Input (own ill.)

4.3.2.g. Interview Protocol

For each semi-structured interview, an interview protocol was set up specific to the interviewee as well as the case study (see appendix 4). As personal data was collected and analysed, it was crucial to follow the strict privacy and data protection requirement according to the GDPR. This was specifically done through following the guidelines set up by the Human Research Ethics Committee installed by the Delft University of Technology.

4.3.2.h. Graduation Internship

To substantiate this graduation research- the content, relevancy and quality was guarded by AKRO Consult, whom are professionals within the field of tendering and guiding efficient collaboration processes between public and private parties.

4.3.3. Synthesis

The results obtained from the conducted literature review, case studies, and semi-structured interviews, were compared through a cross-case analysis. The results from the cross case analysis were used to draw the conclusions of the research. These conclusions were used in order to design a partner-selection event-based process model which accommodates the formation and continuation of successful partnerships. The event-based process model answers to the main research question.

4.3.4. Validation - Expert Panel

When the preliminary partner-selection process model was designed, a feedback and validation moment from both public and private professionals was held in the form of an expert panel. Expert panels are usually used as a research method to obtain specialised and professional input as well as opinions for an evaluation (Department of Sustainability and Environment, 2005). The main goal of the expert panel is to synthesise inputs to acquire recommendations or visions concerning the discussed issue (Slocum, 2005). The expert panel conducted in this master thesis was structured as an open discussion, which allowed for spontaneous and free dialogues as well as discussions regarding the preliminary conclusions (as a result of the conducted cross case analysis).

4.4. Ethical Considerations

To ensure that no participants in this graduation research will be harmed through the future publication of this thesis- all statements made by participating interviewees will be unidentifiable. Also, the text written in this thesis concerning the statements made by participants will be validated by the concerning interviewees prior to publication. This will be done in order to make sure that this thesis consist of the correct information and to validate whether or not the statements made have been interpreted correctly.

Prior to an interview, the participants also receive an interview letter explaining the goal of this research. In this letter, it is made clear that interviewees are under no circumstances obliged to answer any questions that they do not feel comfortable giving an answer to- the interview is strictly conducted on a voluntary basis. Furthermore, the letter will include the question whether or not the interview can be recorded, of course, this will be repeated right before the commencement of the interview.

THEORETICAL BACKGROUND

5. THE ORGANISATION OF DUTCH URBAN AREA DEVELOPMENTS

1) *Within the context of Dutch urban area development, how are the roles and responsibilities of public and private parties organised, and how can the collaboration culture be characterised?*

5.1. Defining Dutch Urban Area Development

The practice of urban area development is a complex process. De Zeeuw (2018) therefore describes it as the art of connecting functions, disciplines, parties, interests and cash flows in regards to the development or transformation of an area. Daamen (2010) adds on another dimension to this particular definition through highlighting the necessary interaction between the involved stakeholders through describing the practice of urban area developments as: 'a way of working in which government bodies, private parties, and other actors involved reach an integration of planning activities and spatial investment, eventually resulting in the implementation of spatial projects'.

Urban area developments are particularly complicated and distinctive due to the following characteristics (de Zeeuw, 2018; Kersten et al., 2019): (1) there are many stakeholders involved- each with different roles, responsibilities and interest, (2) the process and the content are intricately inseparable, (3) central to urban area developments is often the combination of public and private interests, (4) public and private collaboration is therefore unavoidable, (5) there is always at least one involved stakeholder whom has the necessary funds, (6) urban area developments come with lengthy processes, and (7) it always takes place within an ever changing context with external influences.

5.2. The Dutch Context

Since the early days, the Dutch system of organising urban area developments knows a long history of public involvement. In urban planning and development projects, Dutch municipalities are often involved from an early stage- participating actively in taking control in steering the wheel (Heurkens & Hobma, 2014; Daamen, 2010). In international viewpoints the Dutch system of public participation and involvement can be regarded as an exception due to its particular character(van der Krabben, 2011). Additionally, contrasting to other European countries, Dutch municipalities also take responsibility for urban area developments (independently or in collaboration with real estate developers) and actively buy land for land development as well prepare and subdivide owned land for development before selling it to private parties such as; project developers and end-users. The active involvement of Dutch municipalities has given municipalities the ability to steer developments towards public goals and objectives, such as higher living standards, good quality social housing and healthy living environments, as well as the implementation of the spatial policy (van der Krabben, 2011).

However, the active land policy in the Netherlands also comes with some conflicting debates (Lefcoe, 1977; van der Krabben, 2011). This association is derived from the thought of a possible mis-match between the responsibility of local municipalities to maintain the interest of the public good and the financial risks taken when carrying out an active role in development projects and urban planning (van de Krabben, 2011; Deloitte 2011). This is one of the main reasons why many urban area developments in other European countries are often lead by private parties (van der Krabben, 2011). Also, as local municipalities act as a market party, this could collide with the very nature and primary responsibility of a public party- which is the general spatial interest. Moreover, it is argued that market parties develop urban areas just as well, or even better than local municipalities (van der Krabben, 2011).

In recent years, the prominent role of Dutch governmental bodies in urban developments has changed from an active to a more facilitating role (Heurkens & Hobma; 2014). This has prompted the practice of urban area developments to become more and more market-oriented- similar to Anglo-Saxon countries (Heurkens, 2012). According to Buitelaar (2010), the maintenance of the active land development model has become less attractive and more difficult to uphold- implying that the land policy practice in the Netherlands today deviates less from that of other advanced economies (Buitelaar, 2010).

Since the 1980s, the influence of the private sector has been steadily increasing. This has been the result of some considerably significant changes within the Dutch society. During the recession in the 1980s, the Netherlands struggled with governmental deficits, structural unemployment, and low business revenues- this called for majorly rapid economic reforms which was instated and supported by the former Dutch prime-minister Ruud Lubbers who installed the 'no nonsense policy' supporting two principles: (1) a switch towards an increase in market mechanisms and (2) the divestment of governmental deficits. This meant that private, public and civic responsibilities had to be reorganised. Between 2010 and 2012, the governance

was reconstructed even further under the guidance of Cabinet-Rutte towards the decentralisation of governmental powers- increasing the roles and responsibilities of of market parties and civic society (Heurkens, 2012). During the recent financial crisis the risks of the active land policy became even more apparent to municipalities as the negative effects on land development and municipal finances as a consequence became more and more apparent. Future municipal profits were partly lost and compensated through using up public reserves- this lead to many more debates on whether or not municipalities should be involved and if so, to what extent (Heurkens & Hobma, 2014).

Recent changes in the practice of urban area development in the Netherlands have indicated that private parties (real estate developers, investors and companies) and private individuals (entrepreneurs, end-users, social organisations) are increasingly taking the lead through initiating and steering urban area developments (Heurkens, Daamen, & Pol, 2015). The need for this change has become apparent as local municipalities can no longer single-handedly take on the increasingly complex urban developments that are posing greater challenges as time goes on. This asks for a change in habits from private parties but more importantly a mind-shift from public instances (Heurkens, Daamen, & Pol, 2015).

It is therefore fair to say that the current practice has shown that municipalities are increasingly drawn towards carrying out a facilitating land policy instead of an active land policy (Heurkens, 2013). Within this context- facilitating can be defined as the exploration of development potential alongside private parties in order to be able to support investment decisions (Heurkens, Daamen, & Pol, 2015). By taking on a facilitating role, municipalities are able to support private parties when developing land without developing itself (Adams & Tiesdell, 2013). Important to clarify is that carrying out a facilitative role does not equal to the complete loss of municipal control, but instead allows for more effective public intervention when needed. This form of land policy enables municipalities to effectively decide which municipal instrument should be instated, and to what extent (Heurkens, Daamen, & Pol, 2015).

The ongoing trend of the Dutch governance system steering more and more towards an Anglo-Saxon demeanour ('private party in the lead' system) has been developing over the course of 30 years, and is still in the process of finding the most suitable balance of role divisions between public and private bodies. Below in table 1- the shift in Dutch urban governance can be seen.

TIME FRAME	URBAN GOVERNANCE	POSITION OF POWER		
1980 - 2000	Permitted Planning	The State		
2000 - 2010	Development Planning	The State	The Market	
2010- onwards	Coalition Planning		The Market	Civic Society

Table 1. Development of the Dutch Governance system of urban area development in the Netherlands. Adopted from Private Sector-led Urban Development Projects [dissertation] (p. 140), by E. Heurkens, 2012, Delft: Delft university of Technology, Faculty of Architecture, Department of Real Estate & Housing.

5.3. The Future Forecast

In the future, the dynamics in urban area developments will most likely continue to change. In particular as a result brought about by a change in the Dutch system of environmental law- where a new Environment and Planning Act (Dutch: Omgevingswet) is expected to become effective in 2021 (Rijksoverheid, n.d). The aim of the new Environment and Planning Act is to make it easier for new development projects to be initiated. With the instalment of the new Act, the government hopes to simplify as well as to merge spatial development rules (Rijksoverheid, n.d). The aim of the Environment and Planning Act is supported by four main goals of the new Act, them being: creating clarity (predictability and improved user friendliness), facilitating the acceleration and improvement of decision-making, establishing a coherent policy approach (regulation) and to provide room for administrative flexibility (de Zeeuw, 2018). The Act will therefore allow for more flexibility for the national Government, Provinces, Municipalities and Water Authorities to align their own needs and goals with the environmental planning policy (Rijksoverheid, n.d). Also, it allows for the space for private initiatives and investments (de Zeeuw, 2018). The Environment and Planning Act will introduce default values in with set bandwidths in which lower governmental bodies are able to set either heavier or lower requirements. In some cases municipalities are able to obtain free control space in which they are able to set their own rules (Hobma, 2016). This allows municipalities to carry out selection procedure that are more flexible and less complex. However, the risk that flexibility potentially poses is that the set rules and goals within these procedures can become unclear and confusing to private parties- this can lead to unwanted results (Veenhof, 2018).

The question that also arises is whether or not private parties actually benefit from the new law. Private parties wish for municipal officials and administrators to process their plans and projects with momentum and care, and the realisation of urgency. Private parties hope for reasonable costs, sensible research arrangements, and realistic public requirements. They expect municipalities to implement realistic assessment frameworks which allow for the flexibility to adapt their plans to the demands of the market (financial, economic, and environmental feasibility) during the development process (de Zeeuw, 2018).

5.4. The Roles and Responsibilities of Public and Private parties in Dutch UAD

In order to be able to design the process of any selection procedure, the roles and responsibilities as well as the corresponding objectives of both public and private parties need to be identified and understood. Aligning the objectives and interests of both parties within the scope of the development assignment is crucial if the goals of both public and private parties are to be obtained.

5.4.1. Public Party: Municipality- its role

The recent economic crisis has had a significant impact on the financial position of municipalities (van der Krabben & Jacobs, 2012). Many municipalities were struggling with tight budgets, financial losses on land positions, and write-offs. Now that the economic climate is flourishing again, municipalities have the choice to choose how they are going to take on their role- so whether it is going to be mainly facilitating or more active (Franzen et al., 2017).

As mentioned in paragraph §5.2, Dutch municipalities have generally embraced the shift towards a more facilitating role within urban area developments. This however, differs per municipality. For example, in Rotterdam, the municipality takes on a more facilitative role (Heurkens, Daamen, & Pol, 2015; Franzen et al., 2017) through allowing for private initiatives as well as one-on-one business cases. The municipality in Amsterdam on the other hand, favours taking on an active role in urban area developments through obtaining a strong market position as they are prepared to invest a relatively large amount money and time in urban development projects (Franzen et al., 2017). Despite the different styles of the municipalities, all municipalities in the Netherlands have the same statutory powers- meaning that there is no legal difference (van der Valk, 2002).

Taking on a facilitating role involves a formal agreed upon separation of public and private roles, but parallel to that, it involves a lot of informal interaction between both parties. When facilitating the market, municipalities can shape their role through four distinguishable steering methods, them being (Adams & Tiesdell, 2010; Heurkens, 2013; Kersten et al., 2019): (1) shaping: giving direction by means of flexible plans, (2) regulating: coordinating the regulations according to the tasks at hand, (3) stimulating: motivating through financial, legal, and fiscal incentives, and (4) activating: networking through political and social support systems. See table 2 for further information on the goals and tools used for each steering method.

STEERING METHOD	GOAL	TOOLS
SHAPING	creating new potential developments in urban areas, and shaping the decision-making environment of the market	master plan, urban area policy, urban area vision & covenant
REGULATING	defining the potential of urban areas and limiting the decision-making environment of the market	zoning plan, structural vision, environmental permit & ordinance
STIMULATING	increasing the potential of urban areas and broadening the decision-making environment of the market	tax arrangements, subsidies, premiums, public space / infrastructure / real estate & financial constructions
ACTIVATING	exploring the potential of urban areas as well as supporting the decision-making environment of the market	method of cooperation, process supervision, municipal counter, area manager

Table 2. Public steering methods for urban area are developments. Adopted and translated from Faciliteren als basis: Lessen uit Rotterdam (p. 30). by E. Heurkens, T. Daamen & P. Pol, 2015, Delft.

When taking on a facilitative role municipalities must understand that they are not above the market, but instead part of it. This is especially true in a situation of active public involvement in combination with the legal right to operate in the land market- this allows for municipalities to take on an entrepreneurial role

(Heurkens, 2012). However, especially in the current contextual environment of urban area developments, municipalities must learn to recognise that influencing projects through obtaining land positions is not the way to primarily steer urban areas anymore. Instead, it is all about different competences, such as networking and negotiating (Heurkens, 2013).

Besides facilitating and/ or actively participating in urban area developments, Wolting (2006) also describes that within the development process Dutch municipalities also have multiple roles depending on the development phase. The following roles are described (Heurkens, 2012): (1) Initiator: as a development project initiator, policy maker, or problem owner. (2) Director: as a development partner of commissioner. (3) Facilitator: as a shareholder, contractor or financier. (4) Participant: as an examiner, stimulator, advisor or giver of permission

The primary responsibility of municipalities is to appropriately represent the people- they have to represent the public interest. The public interest refers to upholding economic, social and environmental goals to improve of standards of welfare of the public (Veenhof, 2018). In regards to the development of urban area developments municipalities have the responsibility to make sure that the following public interests are maintained and incorporated in the developments as well as the process of new (re)-development projects (ProDemos, n.d): (1) Safety and health of participants, residents & end-users, (2) Economic prosperity: employment opportunities, (3) Integration of culture and social classes, (4) Higher standards of living: quality housing for all current and future inhabitants & public recreational spaces, (5) Environmental maintenance and sustainability, and (6) Accessible transportation- for the welfare of residents/ visitors as well as the economy.

5.4.2. Private Parties- Real Estate Developers

In this research, the term private parties will mainly concern project/ urban area developers. A developer's core business is the preparation and realisation of real estate developments on project and/or urban area developments. More specifically, a developer's main objective is to maximise its profits through developing real estate. This in turn means that the risks associated with the developments must be manageable and relatively healthy against the potential return on investment (Nozeman, 2010). Additionally, according to Deloitte (2010), developers are the missing link between the demand and supply of real estate and the connecting link between the contractor and the end-user.

A real estate developer is an important component of the development process, and has many characteristics and competences, them being (Nozeman, 2010; Heurkens, 2012): (1) concept development, (2) real estate development, (3) product development, (4) project / process development, (5) knowledge on the general market, (6) knowledge on end-user markets, (7) expertise on contracting and organising, (8) expertise on communication and marketing, (9) networking skills- many network relations, (10) risk- bearing investors in land positions, and (11) risk bearing investors in preparation and plan development. The type of developers can be found in Appendix 1, p. 126.

As municipalities are leaning more and more towards implementing and carrying out a more facilitative land policy- the role of developers need to change accordingly (Heurkens, 2013). A facilitative land policy requires developers to step out of their role of being short-term oriented and instead to look at their projects as long-term investments, as well as to commit to demand-driven projects. (Heurkens, 2013). The Dutch real estate industry is seen as one of the most traditional and least innovative building sector worldwide (Panteia, 2013). This creates for an interesting situation as urban area developments are becoming more and more complex, bringing along higher risk profiles. Alongside the rise of complexity and the seemingly traditional system, the expectation that more developers are going to take a leading and active role in the various stages of the development processes is becoming more and more apparent (Heurkens, 2017).

6. DUTCH PROCUREMENT SYSTEM

2) How does the partner-selection method fit into the Dutch procurement system, and how does it compare to the current tender methods?

6.1. General introduction tender methods

In this graduation research, the term 'tender' will be used as an overarching label for the method used to award a development assignment (Dutch: ontwikkelopdracht) to a market party, or multiple market parties. In Dutch practice, there are two types of tender methods: (1) market selection, and (2) formal procurement (Kersten et al., 2019). When a contracting authority chooses a method, it needs to uphold the European or National procurement law in order to correctly adopt and carry out a particular tender method which is in accordance with the composition of the corresponding urban area development. According to the Dutch procurement act, the following public parties are subject to the term contracting authorities: state, provinces, municipalities, public institutions, cooperatives of public institutions or governmental organisations, or water board districts (Aanbestedingswet, 2012- Art. 1.1 Aw 2012; RWV, n.d).

Placing this research into context in relation to the European procurement law:

In this graduation research the focus will be built around municipalities as the contracting authority and land owner. This graduation research will also focus on municipal land developments with the municipality's intent to establish housing, commercial urban area developments, and public spaces- excluding the development of public and social real estate. As the aim of this graduation research is to design a partner-selection process, the focus will be on municipal land developments where the municipality itself initiates a tender.

6.2. When is there an obligation to procure?

Definition: Procurement (according to the directive 2014/24/EU):

'Procurement within the meaning of this Directive is the acquisition by means of a public contract of works, supplies or services by one or more contracting authorities from economic operators chosen by those contracting authorities, whether or not the works, supplies or services are intended for a public purpose. (art. 1 par 2, directive 2014/24/EU).'

Definition: Public Contract (according to art. 1.1. Aw 2012):

'Public contracts are contracts for pecuniary interest concluded in writing'. 'The pecuniary nature of the contract means that the contracting authority which has concluded a public works contract receives a service pursuant to that contract in return for consideration'.

Urban area developments consist of three main activities that are contracted out to market parties by contracting authorities. The three activities being: (1) plan development, (2) real estate development, and (3) land development (Kersten, Wolting, ter Bekke, & Bregman, 2011 & Kersten et al., 2019).

- (1) Plan development takes place in the very first phase of the development cycle (initiation). During this activity, the design and feasibility studies are carried out (Kersten et al., 2011 & Kersten et al., 2019).
- (2) Real estate development is about the (re)-development of the building plots in the area. The (re)-development concerns housing and commercial real estate, and/or public and social real estate. The (re)-development is done by developing parties at own risk (Kersten et al., 2011 & Kersten et al., 2019).
- (3) Land development focusses on preparing the land for construction and making it habitable. It is therefore concerned with the public space and construction of basic facilities, such as: infrastructure, water and green spaces in the area. Also, this activity concerns the sale of municipal land and the corresponding transactions (Kersten et al., 2011 & Kersten et al., 2019).

In principle, when a contracting authority procures a plan development, it is subject to the legal framework of services, while land development and real estate development is subject to the framework of works. Generally, land development and real estate development is seen as one economic unit, forming one public contract of work. This work is then publicly procured if the total cost of the summed up activities (land & real estate development) is then above the threshold value (Dutch: de drempelwaarde). However, in urban area developments this economic unit does not always apply, as the developments often take place over the course of many years- meaning that the commissioning authorities are not always the same. Also, in the Netherlands, the municipality is often responsible for land development whilst private developing parties are often responsible for the real estate development. This means that the two activities can be seen as separate works. Also, the contractors for both activities could also differ, and finally, most of the activities

concern different designs that can be constructed and developed independently (Kersten et al., 2011 & Kersten et al., 2019). Therefore, when a contracting authority has to find out whether or not to procure an assignment, they first have to establish whether the assignment can be defined as a plan development, land development, or real estate development activity- as each activity is subject to different legal frameworks (Bregman et al., 2017).

As mentioned earlier, this research is limited to municipal land developments with the public intent to establish housing, commercial urban area developments and public spaces. Therefore, the obligations to procure will only be explored for activities concerning municipal land development, them being: (1) plan development (concerning site preparation & development of housing and commercial real estate) and (2) land development (see table 3).

OBLIGATION TO PROCURE		
PLAN DEVELOPMENT	plan dev. for construction and site preparation for development	YES*
	plan dev. for the development of housing and commercial real estate	NO**
	plan dev. for public and social real estate	YES*
REAL ESTATE DEVELOPMENT OPSTALEXPLOITATIE	the development / construction of housing and commercial real estate	YES*
	the development / construction of public and social real estate	NO**
LAND DEVELOPMENT GRONDEXPLOITATIE	construction and site preparation & shaping / designing plan area	YES*
	land transactions and land sales	NO

* obligation to procure depending on threshold
 ** in principle, no obligation to procure

Table 3. Obligation to procure. Adopted and translated from De Reijswijzer Gebiedsontwikkeling 2019. Een praktische routebeschrijving voor marktpartijen en overheden, by Kersten, R. A. E. M., Schroots, S.M.F., Amerika, H.A., & Bregman, A. G. 2019, Den Haag.

Plan Development

When developing a plan for urban area developments, many activities take place within the context of development preparation and elaboration, as well as project management- these activities are seen as services. Such services can include hiring architects and urbanists to work out designs and plans, as well as for example commissioning experts whom are involved in matters such soil remediation, air and water quality, archeology and transport plans. Likewise, external project management firms whom manage the process and project are also seen as services (Kersten et al., 2019; Kersten et al., 2011).

When these services are involved in a public contract or a concession contract (contractual arrangement between a public authority and an economic operator (European Commission, n.d) and exceed the European threshold value for services (€221,000; applicable for the years 2018 & 2019)- the services are then subject to the legal framework for the procurement of services (Bregman et al., 2017). This means that the service/ assignment needs to be procured according to the European procurement directive 2014/24 / EU (Kersten et al., 2019). This applies when the municipality is the contracting authority as well as when the municipality and the market party (in a Public- Private Partnership) place the development assignment on the market (Kersten et al., 2019).

Land Development

In most Dutch development assignments the municipality is responsible for the land development, whilst private development companies are responsible for the real estate development. When this is the case, the two activities can be seen as separate works (Kersten et al., 2011). Due to the demarcation of this research, land development will be explored as a separate work.

In urban area developments, public works refer to the construction of the main infrastructure system, the arrangement of the water network, and in some cases the extensive soil remediation (Kersten et al., 2011). The procurement law states that public works that are set above the threshold value of €5,548,000 excl. BTW (applicable for the years 2018 & 2019) are to be procured (PIANOo. expertisecentrum aanbesteden, n.d; Kersten et al., 2019). Note, the larger the urban area development, the bigger the activities, and therefore the more chance that public works are found to exceed the threshold value. Nevertheless, even

when the public works are set below the European threshold, they can still be subject to procurement based on the principle of transparency and non-discrimination. Important to realise is that with all public assignments under the threshold value, the contracting authority is required to explore whether or not there is an cross-border interest (Dutch: duidelijk grensoverschrijdend belang) in the public works- if so, there is an obligation to procure (European procurement) (Kersten et al., 2019).

The scala arrest case cleared up a huge implication for procurements of urban area developments. The European Court of Justice ruled that all public works that are involved in public contracts are subject to the procurement law (het Hof (Zesde Kamer), 2001. Zaak C-399/98) even when land is in ownership of private individual(s) whom have the lawful right to realise the concerning works (het Hof (Zesde Kamer), 2001. Zaak C-399/98; Gebiedseconomie, n.d).

Land Development: Helmut Müller (Case C-451/08)

According to the European Court of Justice (ECJ), there are three cumulative requirements that result in a contract being a public works contract (Bregman et al., 2017; Gebiedseconomie, n.d). This has been clarified through the Müller Arrest Case, and is relevant for land development as well as for real estate development. The ECJ clarifies three requirements (het Hof (Zesde Kamer), 2010. Zaak C-451/08; Gebiedseconomie, n.d):

- (I) The public authority has an explicit economic interest* in the works contracted. *According to het Hof, an economic interest occurs when: (1) the municipality is owner of the work, (2) the work has a public nature and (3) when the work is carried out at the expense and/or risk of the public authority, or when the public authority obtains a financial benefit from the work- in short and/or long term (Kersten et al., 2019).
- (II) The public authority insists on a construction duty in the written contract
- (III) The public authority sets requirements which are superior to- and surpass their own planning powers.

In principle, if one of the three requirements is not met, the contracting authority initiating the development of land is not obliged to follow a formal procurement procedure. There are two fundamental exceptions however. The first one being that many municipalities have their own procurement policy in which they have set additional rules and requirements for the procurement of public works. In general municipalities are obliged to follow this policy, however, in many cases, these municipal procurement policies include a clause that declares that in some special cases, municipalities are allowed to deviate from their set policy (Kersten et al., 2011). The second exception occurs when there is a cross-border interest in the municipal land development. When a cross-border interest is present, there might be a necessity to follow the installed procurement law (Kersten et al., 2019; Kersten et al., 2011; Aanbestedingswet, 2012)

Despite the strict procurement law, it is important to mention that public authorities have a great amount of freedom in urban area developments when it comes to the way they choose to select a private partner (de Zeeuw, 2018). This is due to the fact that the development of urban areas rarely involves a public assignment (public contract)- which means that there is no need for the application of a European procurement (de Zeeuw, 2018). It should also be noted that municipalities can always decide to voluntarily put an urban area development on the market in the form of a public contract even when there is no obligation to procure under the European or national procurement law. Municipalities may decide to procure an assignment / work when they have the desire to introduce competition to enhance quality and install the equal treatment of market parties (Kersten et al., 2019).

6.3. Current and new tender methods

As mentioned earlier, there are two types of tender methods: the market selection and the formal procurement (Kersten et al., 2019). In figure 5, the two types of tender methods can be found in relation to the obligation to procure. For further background information on what each tender method (as well as the direct award) entails, see Appendix 1.

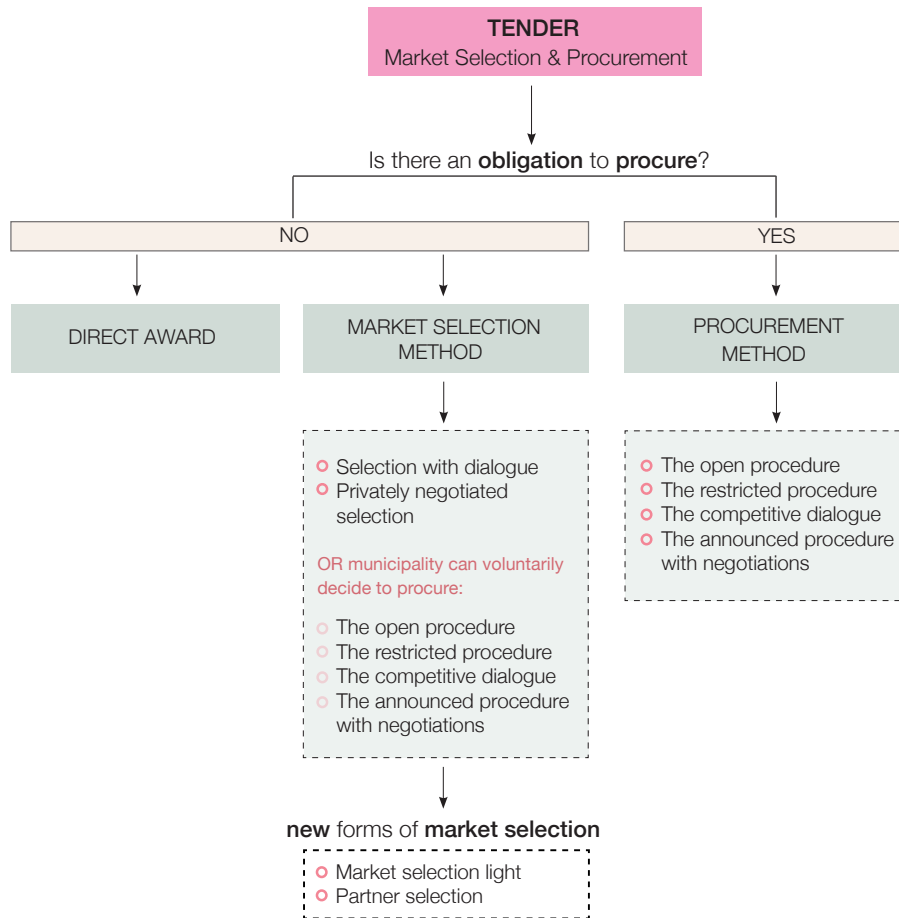


Figure 5. Obligation to procure in relation to tender methods (own ill.)

6.4. The tender scope

In this particular research, it is important to recognise that the scope of tenders overarch the specific tender methods (figure 5). In practice, there are three scopes of tendering (Kersten et al., 2019): 1) price-selection, 2) plan-selection, and 3) partner-selection.

A price-selection takes place when the initiating (commissioning) party knows exactly what they want to develop, for example through having a detailed land-use plan or public requirements ready to go. When this is the case, the project is already worked out by means of definite tender specifications aimed at the cheapest applicant. This type of selection however, is almost never used in urban area developments (Kersten et al., 2019). A plan-selection, or a selection regarding the design- and development assignment, is the most common type of selection in regards to urban area developments. When this type of selection is used, the participating parties are asked (by the initiating party) to develop a plan in the form of a vision, sketch design, or protocol design (Dutch: voorlopig ontwerp), on the basis of a detailed set of public requirements. In many case, the participating parties are also asked to include a financial bid and/or plan of action (Kersten et al., 2019).

Critical remarks - current tender system (de Zeeuw, 2018)

(1) High transaction costs, (2) no room for flexibility, (3) time consuming processes, (4) disproportionele / onmogelijke eisen in uitvragen, (5) quality requirement go beyond the land use plan, and (6) profits are often still more important than quality.

6.5. Current knowledge on partner-selection (Dutch: Partner-selectie)

Partner-Selection differs from other tender methods as it does not focus on a detailed plan and/or a price bid. Instead, it focusses on selecting a partner. It allows municipalities to find an appropriate developing partner with whom she can collaboratively develop a piece of land (Kersten et al., 2019; Bruins, 2019; de Zeeuw, 2018; Woertman, 2019). Of course, the role that the municipality takes on depends on the Public-Private-Partnership model- it can be more facilitative or active (Schroots, 2019 -Field research). Partner-Selection is a method which allows parties to jointly establish complex and high-risk urban area developments- as it provides room for flexibility, collaboration, and the needed integration of knowledge and expertise from both public and private parties (Kersten et al., 2019). Also, through involving developing parties early on in the development process- the pursuit of integrating the interests and objectives of both public and market parties is promoted. This leads to a higher chance of obtaining the so called: 'win-win' situation (de Zeeuw, 2018; Kersten et al., 2019).

An important distinction to stress is that Partner-Selection focusses on selecting a developing party on the basis of a few general principles and goals, instead of a detailed description of a desired end-product (Kersten et al., 2019; de Zeeuw, 2019; Kersten & Schroots. personal communication, May 17, 2019). Furthermore, the development of a fitting and solid plan development happens after the selection of a market partner (Jager, 2018; Kersten et al., 2019). Through collaboratively creating a plan, innovation and quality is promoted (Jager, 2018). Also, through jointly establishing a plan, market parties will have more development capacity which they can use for different projects (Kersten et al., 2019).

Through promoting the collaboration and the partnership between public and private parties, and through carrying out the selection of one partner early on in the development process, unnecessary tender costs can be avoided (Bruins, 2019; Kersten et al., 2019; de Zeeuw, 2019), more room is created for increased investments in concept and process development, and there is a greater chance for the necessary optimisation of the end-result (Kersten et al., 2019; de Zeeuw, 2019).

According to Kersten et al. (2019), using partner-selection as a tender method can be particularly useful in the following urban area development scenarios (singular or in combination):

- I. Complex urban area developments: when the final outcome is often unclear and uncertain. It is the type of development in which the requirements cannot be set prior to the process- it therefore needs constant adjusting and shaping throughout the process.
- II. Lengthy urban area developments: when the developments come with lengthy processes, long-term activities and goals. These developments need flexible agreements and processes so that made agreements can be adjusted in order to accommodate changing demands and economic circumstances. In these type of developments, agreements on how to collaborate are more important than agreements made on the intended outcome. This is because in lengthy processes- risks need to remain manageable and have to be distributed appropriately amongst the involved partners.
- III. Urban area developments with major public demands and wishes: when the feasibility of the development project is uncertain due to accumulating public demands and wishes. Examples being: sustainability, social and cultural functions, affordable housing, etc.
- IV. Urban area developments which need the input of involved external stakeholders. These developments need the space to allow for external input and the implementation of possible needs and wishes.

partner-selection is said to be useful in the above mentioned scenarios as it allows for the constant adjusting and shaping of the development outcome (depending on contextual changes) throughout the whole process. Furthermore, it gives room for collaboration and the distribution of costs and risks amongst the involved stakeholders. Finally, it vouches for the integration of the interests and objectives of both public and market parties, as well as the input of external stakeholders (Kersten et al., 2019).

6.6. Associated risks of partner-selection (Dutch: Partner- selectie)

Besides the positive remarks on partner-selection so far, it also comes with risks and obstacles. The following risks have been identified: (1) it does not provide certainty about the final output (Bruins, 2019; Kersten et al., 2019; de Zeeuw, 2018), (2) it can't all always be chosen as the primary tender method due to obligations to procure (Kersten et al., 2019; Kersten & Schroots. personal communication, May 17, 2019), (3) the collaborative nature of the process can become ineffective (e.g. lead to lengthier processes, disagreements, etc.) (Kersten et al., 2019), and (4) the collaboration can pose problems further on during the process and lead to unwanted outcomes (Bruins, 2019).

As partner-selection is a new phenomenon, the question arises on how to properly and successfully deal with this problem. This research will deal with one of the difficult elements mentioned about partner-selection: effective and durable partnerships.

6.7. Partner-selection and the obligation to procure

When there is an obligation to procure, the question still arises whether or not partner-selection can be carried out. According to the Aanbestedingswet (2012), when there is an obligation to procure, a choice needs to be made on the award criteria to be used in the procurement method. The award criteria being: best price-quality ratio, lowest cost, or lowest price (PIANOo. expertisecentrum aanbesteden, n.d). In most cases, in urban area developments, the best price-quality ratio is often chosen. However, due to the nature of partner-selection, this criteria can't play a role in the process. This means that it is crucial to pin-point which assignments within the urban area development have the obligation to be procured (Kersten et al., 2019). All in all, this implies that partner-selection can't be used for an entire urban area development when public works are involved.

A partner-selection can of course be carried out when there is no obligation to procure. This is because sub-award criteria (planning, plan of approach, functional characteristics, approachability, climate characteristics, presentation, and so on (PIANOo. expertisecentrum aanbesteden, n.d) can be used in partner-selection. When a partner-selection process is used for the entire development of the urban area, and additional works and/ or services are necessary, these additional efforts need to be procured separately. The private developing partner of the concerning urban area development could of course choose to enter the additional procurement competition if the municipality provides a level playing field (Kersten et al., 2019).

6.8. The basic existing preliminary process model of partner-selection

The contextual scope on which the partner-selection procedure is built is the following : 1) Municipal land development, 2) municipality is the initiator and land owner, and 3) only the selection phase and the collaboration phase is explored (before and after the selection of a private developing partner). For the sake of keeping the model general, the realisation phase is set after the collaboration phase. Of course in practice, the realisation phase is intertwined with the collaboration phase.

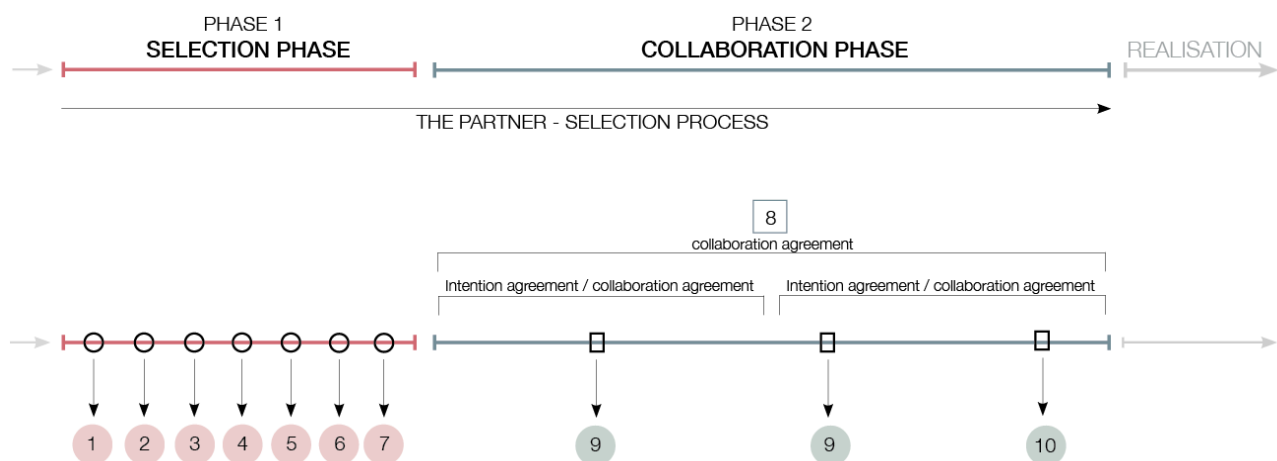


Figure 6. Partner-Selection process based on Akro Consult description (own ill.) De Reijswijzer Gebiedsontwikkeling 2019. Een praktische routebeschrijving voor marktpartijen en overheden, by Kersten, R. A. E. M., Schroots, S.M.F., Amerika, H.A., & Bregman, A. G. 2019, Den Haag.

- **Suggested procedural elements (figure 6)- Selection Phase (Kersten et al., 2019)**
 1. Announcement / Public registrations: invitation letter and tender documents with further instructions (what private developing parties need to provide for the contracting municipality in order for them to be able to select the most suitable partner. For example: proof of experience and expertise through references and track records, as well as the provision of a vision and / or plan of action).
 2. Suggested moment for questions: questions can be asked about the published tender documents and as well as the selection process.
 3. Private developing parties submit the necessary documents and information
 4. The applications are then reviewed and assessed.
 5. If deemed favourable: presentations and / or 'round the table' talks are organised to discuss the submissions.
 6. Selection of a private developing (party) partner
 7. Intention agreement (Dutch: Intentieovereenkomst) set-up & signed

- **Suggested procedural elements (figure 6) - Collaboration Phase (Kersten et al., 2019)**
 8. From intention agreement to collaboration agreement (Dutch: samenwerkingsovereenkomst)
 9. Phasing and milestones etc. (depending on what has been agreed in the contractual agreements).
 10. Purchasing agreement (Dutch: koopovereenkomst)

7. SUCCESSFUL PARTNERSHIPS BETWEEN PUBLIC AND PRIVATE PARTIES

3) What are the important success factors for creating efficient and durable partnerships between public and private parties, and what are the potential barriers?

7.1. The importance of successful partnerships in partner-selection

When the partner-selection method is used in municipal land development, the municipality chooses the most suitable developing partner. For the partner-selection method to flourish, successful partnerships between public and private parties must be formed and sustained. Especially now that urban area developments are becoming more and more complex, greater input is needed from both public and private parties in order to generate a bandwidth of innovative ideas as well as enriched process substance (Edelenbos & Klijn, 2005). This is necessary to obtain the desired results (ten Have, 2017). It is especially important to focus on what the essential ingredients (success factors) are of successful relationships in order to design a partner-selection method that accommodates the formation and continuation of partnerships in good economic times as well as bad economic times such as a possible economic crisis.

According to Dowling, Powell & Glendinning (2004), the definition of a partnership is the following: '...a joint working arrangement where partners are otherwise independent bodies cooperating to achieve a common goal; this may involve the creation of new organisational structures or processes to plan and implement a joint programme, as well as sharing relevant information, risks and rewards.'

Another interesting definition is given by van Ham & Koppenjan (2010) which state the following: 'The nature of partnerships consist of corporation and durability between public and private actors in which they jointly develop products and services and share risks, costs and revenues'

In this research, the definitions of both Dowling et al. (2004) and van Ham & Koppenjan (2010) are combined to create the most suitable definition for the purpose of this research. Therefore, in this research, a partnership will be seen as a joint working arrangement in which partners whom are otherwise independent bodies cooperate to achieve a mutual goal through sharing information, risks, costs and awards in order to jointly developing products and services. More specifically this research focusses on 'successful' partnerships. The success of the partnership will be evaluated in terms of effectiveness regarding desired results and durability in terms of maintaining a healthy relationship between partners throughout the partner-selection procedure (from initiation throughout feasibility up until the realisation phase).

Interestingly, according to van Ham & Koppenjan (2010), the way in which partnerships should be shaped within a process is still an open question. This is because it needs not only innovative project results, but more importantly, also procedural and institutional innovation.

As mentioned in paragraph (6.7), the researched partner-selection process consists of two phases: (1) the selection phase and the (2) feasibility phase. In the selection and feasibility phase it is important to create and uphold effective and durable partnerships, as the whole partner-selection process is built around the strength and functionality of a partnership between public and private parties (Woertman, 2019; Kersten et al., 2019). Without an effective partnership- the resulting output may not be achieved, and without a durable partnership- the selection and/or feasibility phase may not be carried out- meaning that a new partner needs to be chosen or new arrangements need to be made- delaying the process. The possibility of procedural delay due to ineffective and fragile partnerships is therefore also said to be one of the biggest risks of a partner-selection method (Kersten et al., 2019; Kersten & Schroots. personal communication, May 17, 2019). It is therefore crucial to design a process that incorporates the tools that stimulate successful partnerships, as well as allows for the flexibility to improve these partnerships.

In this chapter, the success factors which are necessary to obtain successful partnerships will be explored and mapped (see table x).

7.2. The factors leading to successful partnerships

The success factors found in literature can be divided into four main themes: (A) Legal, (B) Financial, and (C) Organisational, and (D) Relational. Legal and financial success factors are essential for creating an environment within which partnerships operate- this majorly affects their success. In general, favourable environments include suitable legal and institutional structures and a good financial climate (Dowling et al., 2004; Hardcastle, Edwards & Akintove, 2005). When forming partnerships, it is important to cover

uncertainties relating to strategy and content in the form of an effective arrangement (van Ham & Koppenjan, 2010). Organisational and Relational factors are crucial for a good and stable continuation of the process.

The themes 'Legal', 'Financial', 'Organisational', and 'Relational' are each divided up into multiple categories which can be recognised through the Roman numerals. Each category contains corresponding success factors. The following paragraphs will map the corresponding success factors.

A. Legal success factors

The legal success categories are: Contract, Exit strategy and State Aid.

I. Contract

1. Clear milestones: this success factor is an important element to incorporate in a contract. It provides for formal interim deadlines, such as: products, KPIs, ambitions and goals. These are necessary in order to obtain common targets and deadlines (Kersten et al., 2019).

2. Clear Phasing: it is important to clearly phase a contracts through firstly sign the letter of intent (Dutch: intentieovereenkomst), then the cooperation agreement (Dutch: samenwerkingsovereenkomst), and then finally the purchase-and development agreements (Dutch: koop -en ontwikkel overeenkomst). Through phasing the contracting arrangements, the arrangements can be used as process tools in which the products, risks, and roles and responsibilities can be defined (Kersten et al., 2019). They also allow for flexibility (Hoogendoorn, 2015).

3. Built-in Flexibility: incorporating flexibility in a contract is an important factor for sustaining successful partnerships (Hoogendoorn, 2015; Kersten et al., 2019)- it allows for the ability to adapt to (unexpected) changing conditions due to environmental, economical and social / organisational changes, as well as the long-term process of an urban area development (Hekkenberg, 2011; Hoogendoorn, 2015). Flexibility can be implemented in the four components of a contract: time, money, organisation and quality/ content. The flexibility options within these components are: option to change the scope, option to postpone, and option to cancel. The extent to which this is done can be distinguished through: applying bandwidths, fixing values, making process agreements and calculation models (Hoogendoorn, 2015). See the possible risks in financial success factors.

4. Division of roles & responsibilities: a clear division of roles and responsibilities is a crucial element of a contract, and an important factor in deciding whether or not the partnership will be successful. Making clear and appropriate agreements on the division of roles & responsibility between public and private parties is important (Wildridge, Childs, Cawthra & Madge, 2004; Kersten et al., 2019) because it prevents conflicts and misunderstandings- making it crucial for risk management (van Ham & Koppenjan, 2001) and allows for the allocation of roles & responsibilities to those most suitable (Buvik & Rolfsen, 2015).

5. Set decision-making criteria: the assessment and monitoring of the partnerships (as well as the work produced) is regarded essential (Edelenbos & Klijn, 2005; Dowling, Powell & Glendinning, 2004). It allows for objectivity- risk management (Dowling, Powell & Glendinning, 2004)

6. Agreed upon follow-up agreement: this allows for a purpose (Kersten et al., 2019) (see organisational success factor) leading to the sustaining of partnerships.

7. Positive incentives: in every partnership, parties aim to maximise profits and minimise risks (ten Have, 2017). Positive incentives could therefore be implemented which lead to an increase in profits/ decrease in risks whilst at the same time maintaining quality (for e.g: a quality fund (Dutch: Kwaliteitsfonds) (Kersten et al., 2019; ten Have, 2017). For an incentive to work, the legitimisation of the concerning incentives should be proved (Dixon & Pottinger, 2006).

II. Exit Strategy

8. Conditions to terminate: proper arrangements on how to handle conflicts are essential in partnerships (van Ham & Koppenjan, 2001; Kersten et al., 2019). Important elements to incorporate: (1) the conditions leading to the termination of a partnership, (2) the possible alternative scenarios possible after termination and (3) perhaps a compensation after termination.

III. State Aid

9. Guarantee market conformity (Akro Consult, 2019).

B. Financial success factors

The financial success categories are: Financial arrangements and Sharing risks.

I. Financing arrangements

10. Phasing: nowadays, municipalities are willing and able to invest fewer finances into partnerships (or land) due to new policies. Besides that, private developing parties are also increasingly unable to invest major finances ahead of the realisation (Dutch: voorfinanciering) due to fewer investment opportunities

from financial institutions. In urban area development projects, costs come before the potential profits. In partnership models before the financial crisis, this has proven very risky as it led to huge expenditures. As land positions were part of the expenditures meaning that it was everyone's responsibility and thereby nobody's responsibility. Consequently, parties did not feel the necessary responsibility to do anything about the rising costs. This has led to major financial debts and terminations of partnerships (ten Have, 2017; Kersten et al., 2019). It is therefore crucial to phase financial investments: (1) through breaking up major financial investments into smaller investments so that a clear overview can be maintained of what the financial costs have been (ten Have, 2017), and (2) through making arrangements about when it is the right time to invest through considering market conditions as well as land-use plans and administrative risks.

11. division of costs and benefits: dividing costs and benefits appropriately motivates market and public parties to work together (ten Have, 2017). A positive outlook on benefits outweighing potential risks could also stimulate trust and therefore better partnerships (Chiles & McMackin, 1996).

- II. **Sharing risks**: sharing risks (12) exploitation risk, (13) construction, and (14) political in an appropriate manner amongst parties is crucial for the durability of a partnership (van Ham & Koppenjan, 2010).

C. Organisational success factors

The organisational success factor categories are: Transparency, Communication and Commitment.

- III. **Transparency**: the act of transparency is an important requirement for a partnership to be successful (Dietz, 2004).

IV. Communication

(15) Informal and formal communication: both professional and personal relationships and communication moments are important to uphold a healthy partnership (Wildridge et al., 2004). Formal communication is crucial during the financing phase when aligning financial arrangements and goals (Dixon & Pottinger, 2006).

(16) Open and frequent communication: open communication is necessary to uphold a transparent process. It is also important to openly communicate so that professional as well as personal obstacles can be dealt jointly with before they become a problem (Buvik & Rolfsen, 2015). Frequently communicating will lead to enhanced exchange of knowledge and information (Wildridge et al., 2004), this can be obtained through for example frequent meetings (Jepsen & Eskerod, 2009). Good communication also leads to reinforcing social skills and team cohesion as well as trust (Diallo & Thuillier, 2004).

(17) Moments of feedback are also crucial, it allows for a learning curve, which can provide for healthier partnerships (Edelenbos & Klijn, 2005 p. 433).

- V. **Commitment**: Successful partnerships are believed to depend on the level of engagement and commitment of the partners. The higher the level of commitment, the healthier the partnership (Dowling et al., 2004).

D. Relational success factors

The relational success factor categories are: Trust, and Common Philosophy

VI. Common Philosophy (purpose)

(18) Shared vision: a shared vision between partnering parties is essential for success. Being on the same page prevents conflicts and allows members to see that the collaboration is in their self-interest (Wildridge et al., 2004).

(19) Concrete and realistic goals, interests and objectives: aligning these aspects is also crucial for successful partnerships (Wildridge et al., 2004).

- VII. **Trust**: High levels of mutual trust between partners is crucial for successful partnerships (Dowling et al., 2004; Wildridge et al., 2004; Edelenbos & Klijn, 2007; Park & Lee, 2019; Klijn et al., 2010). Trust is important when it comes to complex decision making as it often leads to the actions of partners becoming more predictable. It also stimulates the exchange of knowledge and information (Park & Lee, 2013; Klijn, Edelenbos & Steijn, 2010; Edelenbos & Klijn, 2007). This is fundamental in complex problems as they demand innovative solutions which requires the input of various actors whom all possess different resources and experience (Edelenbos & Klijn, 2007). Trust also increases the willingness of parties to invest in resources and creating stability in the partnership, this provides for a stronger foundation for corporation (Edelenbos & Klijn, 2007). Furthermore, trust also reduces internal transaction costs (Klijn, Edelenbos & Steijn, 2010). Trust also brings along risks, this has to do with the vulnerability that comes along with trust. Too much trust could also lead to partners becoming overly comfortable and relaxed, which could trigger carelessness, which could in turn lead to distrust (Edelenbos & Klijn, 2007).

Firstly, trust could be instated through (1) intensifying interactions. This can be done through reciprocity in the relationship between partners and repeated interaction. When there is a positive expectation on future beneficial transactions, this stimulates the emergence and growth of trust. Actors must feel like the benefits hugely way out the risks taken (Chiles & McMackin, 1996). Also, it is also important to keep track and display the performance and efforts of individual actors, as well as develop mutual criteria for judging the efforts made (Edelenbos & Klijn, 2007). Secondly, trust could be obtained through (2) managing and stabilising interactions. This could be achieved through active process management focussing managing intentions and conflicts (Edelenbos & Klijn, 2007). Agreements made in contracts should also be honoured- many disruptions and frequent renegotiations can negatively influence trust (Milward & Provan, 2000). Flexibility in contracts is therefore important but should not be exploited and handles with precision and care. Thirdly, (3) process rules designed to frame opportunistic behaviour and risks is an important way of obtaining and establishing trust. This can be done through regulating the process through implementing rules of the game that focus on regulating behaviour, limiting potential uncertainties and reducing opportunistic behaviour. The questions that can be asked when designing the process are: how does the exchange of information occur, what do partners do when there is a conflict, how are the benefits distributed amongst partners, and what are the necessary exit-rules, and so on? When building in flexibility in contracts it is important to limit the possibilities for opportunistic behaviour (Edelenbos & Klijn, 2007).

Important to mention is that most of the mapped success factors will be enriched through empirical studies in the next phase of this research. This means that success factors can be added as well as eliminated in accordance to the importance of the factors in obtaining successful partnerships- specifically in the partner-selection method.

7.3. The potential barriers of partnerships

The barriers involved in public - private partnerships concern risks faced by both public and private parties as well as institutional and cultural barriers. These barriers could potentially hamper the success of the formation and continuation of partnerships (van Ham & Koppenjan, 2010). The risks and barriers can be found in table 4.

	PRIVATE PARTIES	PUBLIC PARTIES
RISKS	<ol style="list-style-type: none"> 1. Risk of major transaction costs 2. Realisation and exploitation phase 3. Risk as a consequence of political discontinuity 4. Policy risks 5. Administrative risks 6. Social risks 	<ol style="list-style-type: none"> 1. Financial risks 2. Substantive risks 3. Risk as a consequence of private discontinuity 4. Political risks 5. Democratic risks
INSTITUTIONAL & CULTURAL DIFFERENCES	<ol style="list-style-type: none"> 1. Fixed on the importance of positive returns and cash flow 2. Short-term oriented 3. Inadequate understanding in public and political processes 	<ol style="list-style-type: none"> 1. Main goal is not exploitation cash flow 2. Long-term oriented 3. Political supremacy could potentially stand in the way of partnership

Table 4. Barriers of Partnerships. Adopted and translated from Building public-private partnerships: Assessing and managing risks in port development, by Van Ham, H., & Koppenjan, J. (2010)

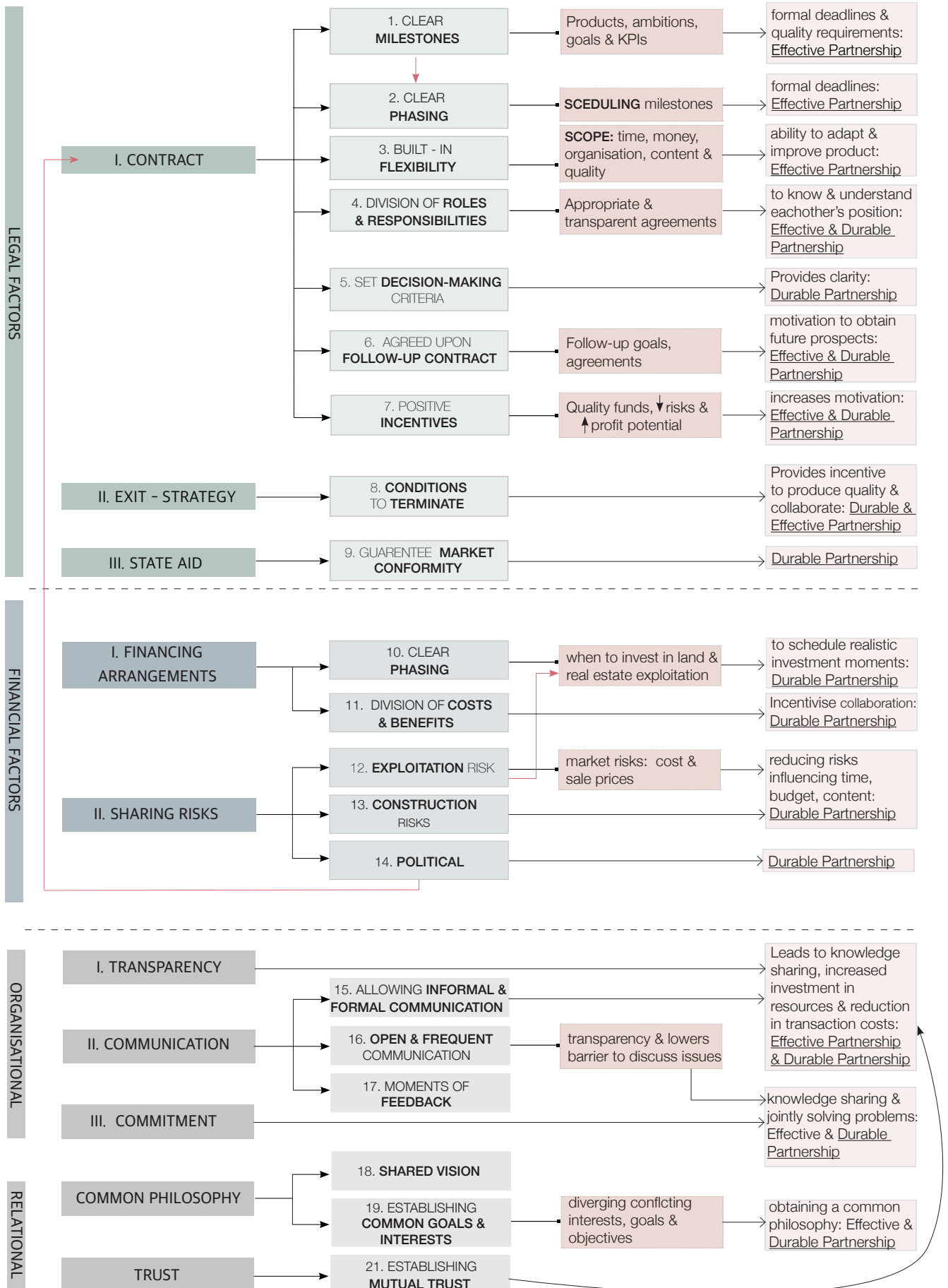


Figure 7. Success Factors of forming and sustaining successful partnerships. (Own ill.)

EMPIRICAL STUDIES

CASE STUDIES & SEMI-STRUCTURED INTERVIEWS

8. EMPIRICAL STUDIES

The Case studies

As mentioned earlier, partner-selection is a fairly new phenomenon and has not yet been carried out extensively in practice. In fact, there are only a few cases in practice in which partner-selection has been carried out either fully or partially. The pool of case studies chosen therefore consist of three cases (both prospective and retrospective), which have been analysed and explored in depth.

The three selected cases are the following:

I. RijswijkBuiten case: a municipal land development case in Rijswijk, the Netherlands. This case is particularly interesting as the municipality chose a private developing partner through setting up a partner-selection seven years ago at the all time low of the financial crisis. It is currently in its seventh consecutive year of development. Many lessons learned can be extracted from the partner-selection phase as well as the collaboration phase in which both the municipality of Rijswijk, and the private developing party, Dura Vermeer, have worked together as partners.

II. NYMA-Terrein case: a municipal land development case in Nijmegen, the Netherlands. This case offers in depth experience of the partner-selection phase, as it was carried out recently in 2019. It offers fresh and further insights into the personal and professional experiences of the involved parties as well as further knowledge on the selection criteria needed, as well as the legal foundations of the collaboration phase. This case, however, does have its limitations as lessons learned from the collaboration phase are limited, since it has just commenced.

III. Smakkelaarsveld case: a municipal land development case in Utrecht. This case offers insights into how to select a private developing party as a partner. In this case, however, only the pre-selection was set up as a partner-selection. However, many lessons learned have been obtained about the partner-selection process itself, but also what the repercussions are of setting up a hybrid model instead of a full partner-selection.

The Semi-structured interviews

The semi-structured interviews conducted in this research are used to obtain information that serve as input for the case studies analysed. The semi-structured interviews have two main goals, them being: 1) to obtain further knowledge on the ingredients (events) and mechanism of the partner-selection process in practice in order to be able to design an event based process model, and 2) to enrich the mapped theoretical success factors that lead to successful partnerships.

To obtain the results that lead to achieving the semi-structured interview goals, each goal has been linked to topics. These topics are then discussed during the interviews.

The topics linked to obtaining the first goal (to be able to design an event based process model) are: (1) case study partner-selection process: the organisation of the events & elements of the partner-selection and collaboration phase process in practice, (2) event based advice: advice given by the interviewees specifically on the organisation of the partner-selection process, and the events & elements used during the process. 3) overall lessons learned: general lessons learned concerning the process as well as the experiences of the interviewees. 4) risks and barriers: the barriers and risks that come along with the partner-selection tender method. The topics explored linked to obtaining the second goal (successful partnerships) are: (1) organisational success factors, (2) relational success factors, 3) financial success factors, and 4) legal success factors. Further detail of each interview protocol and the corresponding interview questions can be found in Appendix 1.

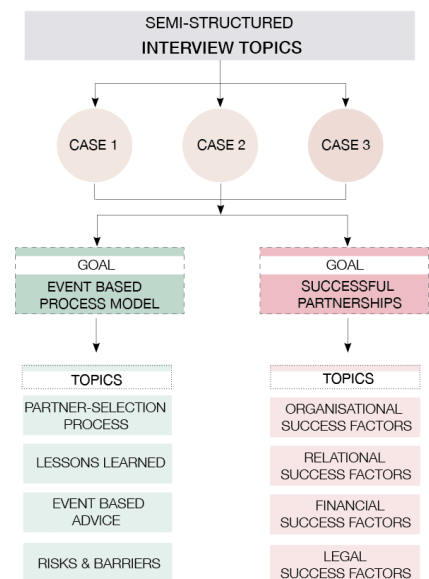


Figure 8. interview protocol topics. (Own ill.)

Candidates semi-structured interviews:

The semi-structured interviews were held with both public and private parties, them being: the involved municipality and the involved (winning) private developing party(s), respectively.

CASE 1

RIJSWIJKBUITEN

9.1. CASE STUDY 1, RIJSWIJK BUITEN

A. Introduction

RijswijkBuiten is a new sustainable residential area which is located amidst the center of Rijswijk and Delft. It is a development project which is currently in its realisation phase, in which 3400 homes are built and will be completed by the end of 2023. The area is divided into three sub-areas, them being: Sion, Pasgeld, and Parkrijk. The plan for RijswijkBuiten is for it to become a multi-functional residential area consisting of single-family homes, apartments, and a variety of facilities such as: a childcare center, a health center, and potentially a supermarket (RijswijkBuiten, n.d).

Besides RijswijkBuiten becoming a multifunctional residential area, the goal of the area is also to become an exemplary neighbourhood when it comes to sustainability. The goal for all homes is to have an EPC (Energy Performance Coefficient) of 0.0- making this neighbourhood a leader in the field of sustainability (RijswijkBuiten, n.d). However, despite this project being an exemplary illustration of sustainability, it has also become a good example of how tenders can be set up in a more flexible manner when market conditions are difficult and complex. This is due to the fact that the plan for RijswijkBuiten was developed and partially executed during the financial crisis (Mensink, 2018). This required flexibility and the close collaboration between both private and market parties- which concurrently resulted in an urban area development that required a new form of market selection: the partner-selection. This case is therefore interesting to explore in terms of partner-selection but also because of its risky and complex nature. Many lessons learned have been extracted from this case which could potentially optimise the current partner-selection process in terms of flexibility, as well as in terms of anticipating a future financial crisis. The RijswijkBuiten case is therefore a sublime example of flexibility when it comes to planning and tendering- as the selection process carried out was based on finding a partner instead of the winning plan or auctioning off the highest bid, in times of a financial crisis.

The tender for the RijswijkBuiten urban area development was set up as an open European tender procedure (Dutch: openbare Europese aanbesteding), where instead of a plan-selection, the selection was based on finding the most suitable private developing partner. This was done because the municipality was searching for a market partner who could act as a partner as well as optimise the already existing global plan (set up by the municipality). Additionally, the municipality of Rijswijk was looking for a partner whom was willing to take on partial costs and risks of further plan developments and the subsequent realisation of a sub-areas.

The participating market-parties had to meet the requirement of a minimum turnover and had to hand in reference projects appropriate for the assignment. Furthermore, the participating market parties were assessed using a scoring method on the following three criteria (NEPROM, 2014; Jan Brugman, 2019):

- I. Vision on the assignment, consisting of: an area vision and a collaboration vision.
- II. Experience, knowledge and role of the advisory team as part of the municipal program office & team composition
- III. Financial offer on the energy performance of the houses.

The final three market parties left over after the first assessment all had the opportunity to explain their plans further through presentations. The tender was won on the basis of the highest total number of points for the three criteria points named above (NEPROM, 2014). The criteria was both objective but also subjective, as the selection proces was also based on 'feeling' with the help of objectified reckonings such as CV's, behaviour, and attitude (de Zeeuw, 2018). After the winning market party was chosen, the municipality and the winning private developing party closed a 'samenwerkingsovereenkomst'.



Image 1: RijswijkBuiten (AD, n.d)

B. Data Collection

For the RijswijkBuiten case, two semi-structured interviews were organised. The first interview was conducted with Interviewee (1A), whom is the representative of the municipality of Rijswijk and the program director of the RijswijkBuiten urban area development. Interviewee (1A) was in charge of setting up and organising the partner-selection process as well as the collaboration and realisation phase that followed.

The second interview was held with Interviewee (1B). Interviewee (1B) is the director of Dura Vermeer, which is the private developing party who won the partner-selection. Dura Vermeer, under management of Interviewee (1B), became the developing partner of the municipality of Rijswijk alongside AM and Volker Wessel- who already had a historical land position. Interviewee (1B) was also chosen as the head of advisers of the urban area development. He has been involved in the RijswijkBuiten development throughout the partner-selection up until now- the collaboration and realisation phase.

C. Reasoning behind the partner-selection implementation

The RijswijkBuiten urban area development is a municipal land development initiated and organised by the municipality of Rijswijk. It was set up in 2011 during the all time low of the financial crisis. According to Interviewee (1A), (2019), the reason behind initiating such a big development project (during poor market conditions) was due to the high demand of new residential dwellings at the time and the social issue which was unemployment. It therefore became more than just a residential concern, it also became economical (Interviewee (1A), 2019).

During the preparation phase, the municipality of Rijswijk was looking for a private developing party (markt party) that was willing to commit for 15 to 20 years as well as financially invest in the urban area development project. During the financial crisis, both municipalities and market parties struggled with scarce investment opportunities and low purchasing powers. The search for a private developing party that was therefore willing to 1) invest in time and money, 2) take on risks, and 3) agree to take on the ambitious sustainability goal of the municipality was troublesome (Jan Brugman, 2019). Jan Brugman, alongside municipal co-workers, had to therefore come up with a selection strategy that would allow for a partnership instead of a price or plan selection (Interviewee (1A), 2019).

The selection strategy was made in collaboration with the TU Delft and Deloitte. Interviewee (1A) took the lead in the strategy design, and was inspired by Friso de Zeeuw (Interviewee 1A, 2019). According to Jan Brugman, he was inspired in a sense that he recognised that if he was to bring the development to succession, he would have to find a private developing *partner* with whom the municipality could work together from initiation to completion. The municipality of Rijswijk therefore organised a partner-selection in which finding a market *partner* was the main goal. Furthermore, Interviewee (1A) stressed that the partner-selection allowed for upfront flexibility through general and basic requirements and goals set up by the municipality. Through doing this, development plans were malleable, which at the time was essential, as market conditions and trends were continuously fluctuating. It was therefore important to create flexible plans which were adjustable when necessary (Interviewee 1A, 2019).

According to Interviewee (1B), Dura Vermeer was interested in the RijswijkBuiten development because of the continuity that it offered. Back in 2011, Dura Vermeer was (and still is) a big real estate developer and contractor (Dutch: ontwikkelende aannemer) with many workers. Interviewee (1B) voiced that he needed to lock down work in order for him to keep his business running and his co-workers employed. He was therefore looking for a urban area development which could offer him and his firm continuity. The partner-selection did just that, as it offered the opportunity for long term collaboration and partnership with the municipality of Rijswijk (Interviewee 1B, 2019).

D. RijswijkBuiten partner-selection process

The data collected on the partner-selection process is categorised into two phases: the selection phase and the collaboration phase. The selection phase is considered as the partner-selection process in practice, and the collaboration phase is considered as the plan development / feasibility process in practice. Additionally, the process elements / ingredients will be referred to as events in the following paragraphs.

The first event organised prior to the selection phase (in practice: partner-selection) and during the preparation phase was marked as the *market exploration*, which can be compared to a consultation, as it was organised in order to explore what the market parties (private developing parties) thought of the urban

area development initiative, as well as the requirements and ambitions requested by the municipality. Additionally, it gave the municipality the opportunity in which they could explore to what extent the market parties were willing to commit and participate in the urban area development. Through organising the *market exploration*, the municipality made the definitive decision to carry out a partner-selection, as no private developing parties were prepared to singlehandedly take on huge risks, acquire land, and carry out the ambitious sustainability requirements in combination with a long term commitment. The municipality recognised that a partner-selection and a resulting partnership was the only way to get the urban area development off the ground (Interviewee 1A, 2019).

After the *market exploration* was carried out, the RijswijkBuiten selection phase (in practice: partner-selection) was set up (as a European selection procedure) during the preparation phase. The selection phase (in practice: the partner-selection) was organised in four distinctive events. The first event concerned the commencement of the *public registrations* (Dutch: openbare inschrijving). The public registrations resulted in nine enrolments. The nine participating (registered) private developing parties then *received tender documents* (Dutch: uitvraag documenten) from the municipality (second event). In the tender documents, the municipality asked the participating private developing parties to answer the following three main questions in their strategy: 1) what is your vision regarding the urban area development, 2) what is your vision on sustainability, and 3) what is the added value of your development company in terms of skills, experience and knowledge. There were no price and plan criteria points as it was an open book principle (Interviewee 1A, 2019).

After obtaining the tender documents, the developing parties were assigned a timeframe in which they had to make a development strategy which answered the three above mentioned questions. The private developing parties then *submitted their strategies* (third event). The fourth and final event in the selection phase was the *presentation* moment. Four out of nine developing parties were invited to give a presentation. This particular moment allowed for the developing parties to further explain their strategies. It also allowed for the opportunity in which municipalities could ask in depth questions concerning the submissions as well as the presentations (Interviewee 1A, 2019). According to Interviewee (1A) and Interviewee (1B), it was also a moment in which parties could get to know each other on a more personal level. The selection phase had no further dialogue rounds as these were already carried out during the market exploration.

The private developing parties were then graded using a scoring method. This led to a final award of a private developing party- Dura Vermeer. The partnership was contractually set up using a collaboration agreement (Dutch: samenwerkingscontract) (Interviewee 1A, 2019; Interviewee 1B, 2019).

In the RijswijkBuiten case, the collaboration process between Dura Vermeer and the municipality of Rijswijk was divided into many realisations (including final plan development (DO)) sub-phases. Each sub-phase had its own follow-up agreement, and concerned the finalisation of the plan development (DO) of a contingent (bouwclaim) of 250 dwellings (Interviewee 1B, 2019; Interviewee 1A, 2019). When the collaboration between the private developing party and the municipality was considered to be successful (according to the municipality), the municipality had the ability to grant another contingent to the developer-starting a new realisation sub-phase. Dura Vermeer is now in its fourth sub-realisation phase (Interviewee 1B, 2019). In reality, the sub-phases don't come strictly after one another, they overlap (see figure 9). Also, each sub-realisation phase is an extension of the strategy / plan development (SO & VO) set-up during the collaboration phase.

The illustrated process model seen below (figure 9) illustrates the partner-selection process (the preparation phase, the selection phase, and the collaboration sub-phases). The illustration is an event-based process model. Note, it is not a time-line as the illustration is not bound by a time framework. This is done because it is not based on a timeline, but instead, a sequence of events. In practice, the preparation, selection, and collaboration phases take longer or shorter than planned. For matters of simplicity, this was not taken up on this framework.

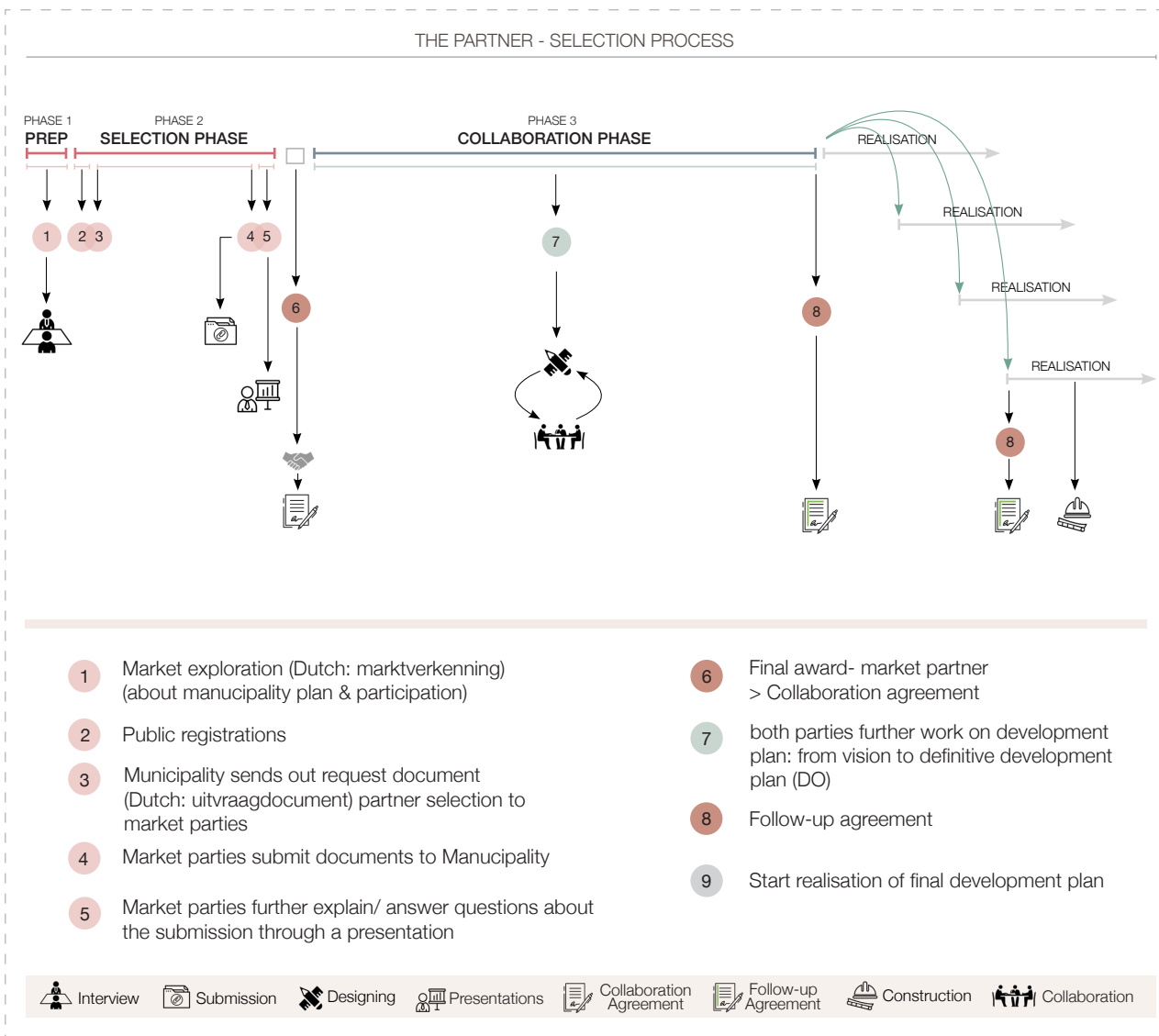


Figure 9. Partner-selection process RijswijkBuiten (Own ill.)

E. RijswijkBuiten Partner-selection: lessons learned and interviewee advice

The RijswijkBuiten partner-selection process is currently in its seventh year. This means that many lessons learned can be extracted about the preparation phase, the selection phase, and the collaboration phase. The table below (table 4), presents all lessons learned obtained from Interviewee (1A) (municipal representative) and Interviewee (1B) (private developing party). The lessons learned are divided into five categories: 1) why partner-selection, 2) event-based advice, 3) overall lessons learned, 4) selection criteria, 5) crisis proof, and 6) barriers and risks. Further explanations about the lessons learned can be found in Appendix 5.

	MUNICIPALITY OF RIJSWIJK (INTERVIEWEE 1A, 2019)	PRIVATE DEVELOPING PARTY DURA VERMEER, (INTERVIEWEE 1B, 2019)
WHY PARTNER-SELECTION	<ul style="list-style-type: none"> - Situation was complex as development project was set up in the all time low of the financial crisis. - At the time, it was difficult to find a private developing party who were willing to: 1) invest time and money (scarce investment opportunities & low purchasing powers), 2) take on risks, 3) agree to ambitious sustainability goals of the municipality. - Municipality therefore had to set up a selection & collaboration in which they could act as a partner to the market party in order to help carry some weight 	<ul style="list-style-type: none"> - During the financial crisis, Dura Vermeer was looking for a project which offered them continuity in terms of work. The RijswijkBuiten development gave them the opportunity to take on a project for the long-term (hence they did well).
EVENT-BASED ADVICE	<ul style="list-style-type: none"> - Incorporate several one-on-one talks during the selection phase. <ul style="list-style-type: none"> >It provides opportunity in which private & public parties can get to know each other further - Build in frequent evaluation moments in collaboration phase. <ul style="list-style-type: none"> >Provides for the opportunity in which both parties can address problems & successes as well as re-evaluate and adjust the development content when deemed necessary. 	<ul style="list-style-type: none"> - The final presentations during the selection phase (after tender submission) is hugely endorsed. Tip: arrange in informal manner <ul style="list-style-type: none"> > It provides for a moment in which municipalities can ask further in-depth questions and obtain clarification on intentions. - Frequently held evaluation meetings during collaboration phase are also recommended: to re-evaluate content and collaboration - A market exploration prior to the selection phase is also given as a tip >It provides for a reality check - Install weekly coordination meetings for regular updates - Introduce a team selection talk: where municipal's team and developer's team can meet prior to collaboration phase
OVERALL LESSON LEARNED	<ul style="list-style-type: none"> - Interviewee (1A) stresses the incorporation of the re-evaluation of the collaboration agreement during the evaluation moments. <ul style="list-style-type: none"> > It keeps parties sharp and motivated to collaborate successfully as it reminds them of the agreed upon goals and agreements made. 	<ul style="list-style-type: none"> - Municipalities in the Netherlands are organised in many sectors. Often leading to accumulation of rules requirements, & ambitions- making tender documents unrealistic & contradictory <ul style="list-style-type: none"> > Tip 1: install a 'programma bureau' which oversees all rules, requirements & ambitions, and which can make integral decisions. > Tip 2: install a single point of contact who has direct link to all municipal sectors- makes collaboration and decision making easier. - <i>'Het voorschrijven van spelregels, uitgangspunten en voor waarden is gemeente eigen, maar het gezamenlijk bedenken hiervan is het aller belangrijkste'</i> - Consistency is important in terms of: 1) keeping up with agreements, & 2) securing continuation of collaboration - For a successful collaboration, municipalities must have the following competences: 1) equal counterpart to developer, 2) willingness to play the game & be transparent, 3) courage to address problems besides successes.
LESSON LEARNED SELECTION CRITERIA	<ul style="list-style-type: none"> - Make sure to balance the subjective criteria with objective criteria. Objectivity is key to substantiating selection - subjective criteria: 1) attitude, 2) click - objective criteria: 1) vision, 2) references (experience & knowledge), 3) solvability, 4) presentation skills - Use the subjective criteria as an extra component that does not have a massive weight, but can push a party over the line to win. - Inform parties about subjectivity from the beginning - Have multiple on the selection committee. Jan Brugman advises 4-5 in order to make it as objective as possible 	<ul style="list-style-type: none"> - Important selection criteria that have proven important in collaboration phase: <ol style="list-style-type: none"> 1) roles & responsibilities, 2) extent to which private developing parties are willing to invest in time, finances, and 'manpower', 3) commitment, 4) collaboration vision = team composition & organisation of partnership, 5) appropriate & suitable experience of both developing party and its representatives regarding the development type via references as well as cv respectively, and 6) suitable competences. - Criteria must remain flexible
CRISIS PROOF	<ul style="list-style-type: none"> - Interviewee (1A) stresses to never allocate all risks to the private developing party. He says that if it were to go wrong, it is unfavorable for both parties if the market party were to go bankrupt. He vocalises the importance of fair allocation of risks, costs and profits. <p><i>'De illusie dat je denk dat je alle risico bij de markt partij legt, dat bestaat niet, van dat denken moet je heel snel vanaf stappen'</i></p>	<ul style="list-style-type: none"> - To organise a partner-selection and a long term collaboration that is crisis proof, make sure to organise: 1) flexibility in terms of financial, qualitative and programmatic goals, 2) flexibility in terms of allocating risks, costs, and profit margins- this can be done through setting up bandwidths with a top & bottom line. - Fairly allocate risks, costs and profits- the one with most responsibility should have a revenue corresponding the risks taken. >'Iedereen moet wel op de juiste momenten zijn verlies kunnen nemen'
BARRIERS & RISKS	<ul style="list-style-type: none"> - Municipalities are often anxious about loosing control, hence the excessive rules, requirements and ambitions. Partner-selection requires municipalities to let go of total control in order to become partners. - The anxiousness stems from: 1) the unfamiliarity in regards to partner-selection, 2) the fear of failure, 3) doing a development injustice due to inexperience in regards to partner-selection, 4) fear of subjectivity <ul style="list-style-type: none"> > these fears can be overcome through extensive education, as well as the sharing of positive partner-selection experiences between colleague Municipalities. 	<ul style="list-style-type: none"> - Municipalities are organised into many sectors (sectoraal georganiseerd). This limits the flexibility and simplicity in the rules, requirements and ambitions given as a framework by the municipality. This is a barrier, as there is a systematic problem. - Municipalities may also not be able to guarantee continuity in terms of municipal representatives and collaboration culture due to the ever changing politics that municipalities are facing. This creates the risk of changing commitment from the municipality. This can cause distrust as well as process discrepancies³ - Many market parties may not be willing to be as transparent as the partner-selection & following collaboration may require, due to the traditional real estate culture.

F. Organisational & relational success factors

The following organisational and relational success factors were explicitly described by Interviewee (1A) (2019) and Interviewee (1B) (2019) as the essential success factors needed for the formation and continuation of successful partnerships between the private developing partner and the initiating municipality. The success factors: commitment, transparency and trust, obtained from theory, were confirmed by Interviewee (1A) and/or Interviewee (1B). The success factors: stability, flexibility, motivation, empathy, and opportunism, were additional success factors proposed by Interviewee (1A) and/or Interviewee (1B), which thereby enriched theory. Methods of obtaining the success factors during the partner-selection process were also discussed and can be found below conjointly. Further explanations about the success factors can be found in Appendix 11.B.

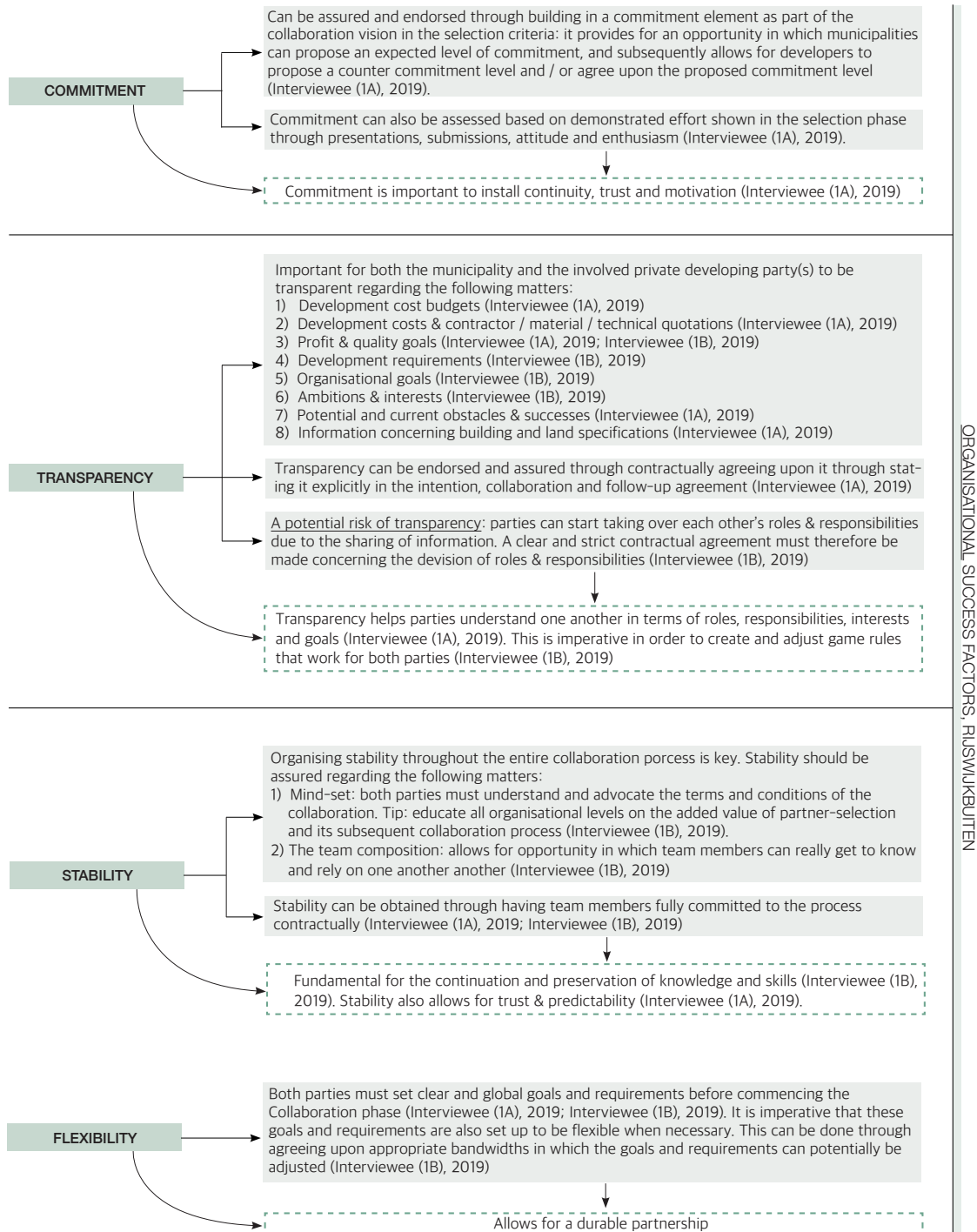


Figure 11. Relational success factors, RijswijkBuiten (Own ill.)

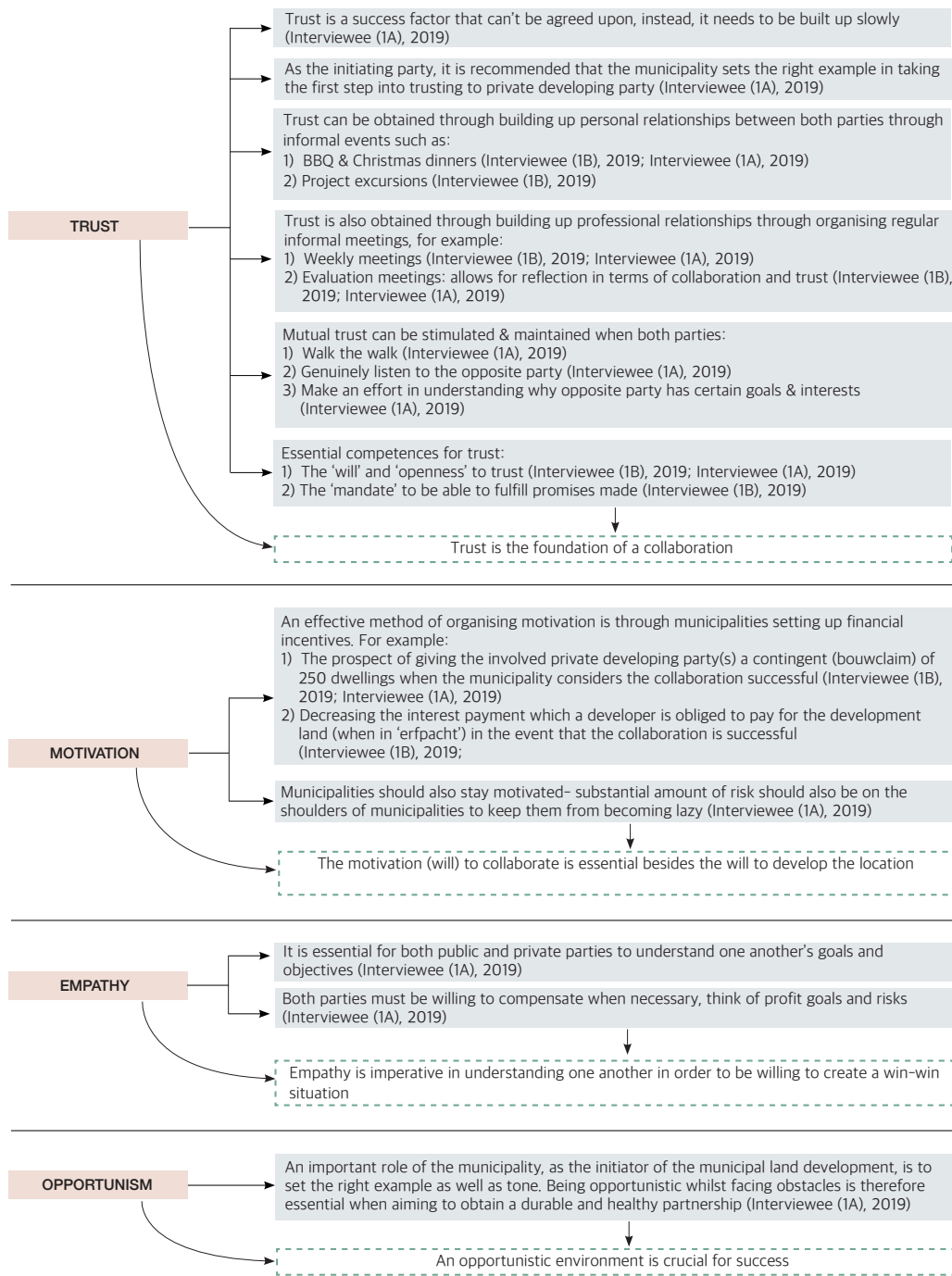


Figure 10. Organisational success factors, RijswijkBuiten (Own ill.)

G. Financial & legal success factors

The following financial & legal success factors were explicitly described by Interviewee (1A) (2019) and/or Interviewee (1B) (2019) as essential factors needed for the formation and continuation of successful partnerships between real estate developer and municipality. The success factors were either confirmed or proposed by Interviewee (1A) and/or Interviewee (1B). Methods of organising and obtaining the success factors were also discussed and can be found below conjointly.

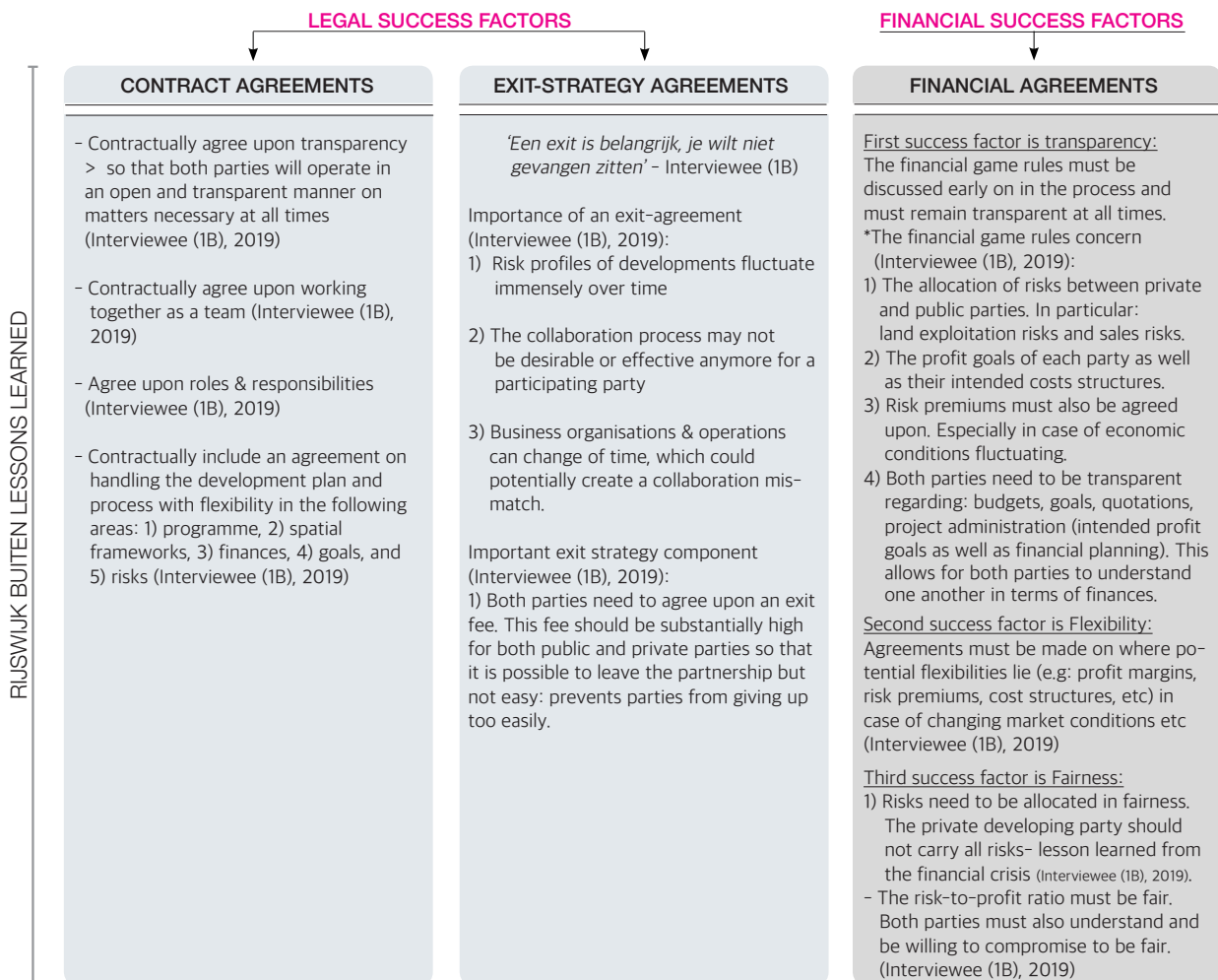


Figure 12. Financial and legal success factors (Own ill.)

H. Summary case study results

The in-depth case analysis resulted in an understanding of how the partner-selection process was carried out in practice. It also resulted in lessons learned and recommendations regarding the process events and elements, as well as the organisational, relational, financial and legal success factors necessary to formulate and preserve a successful partnership.

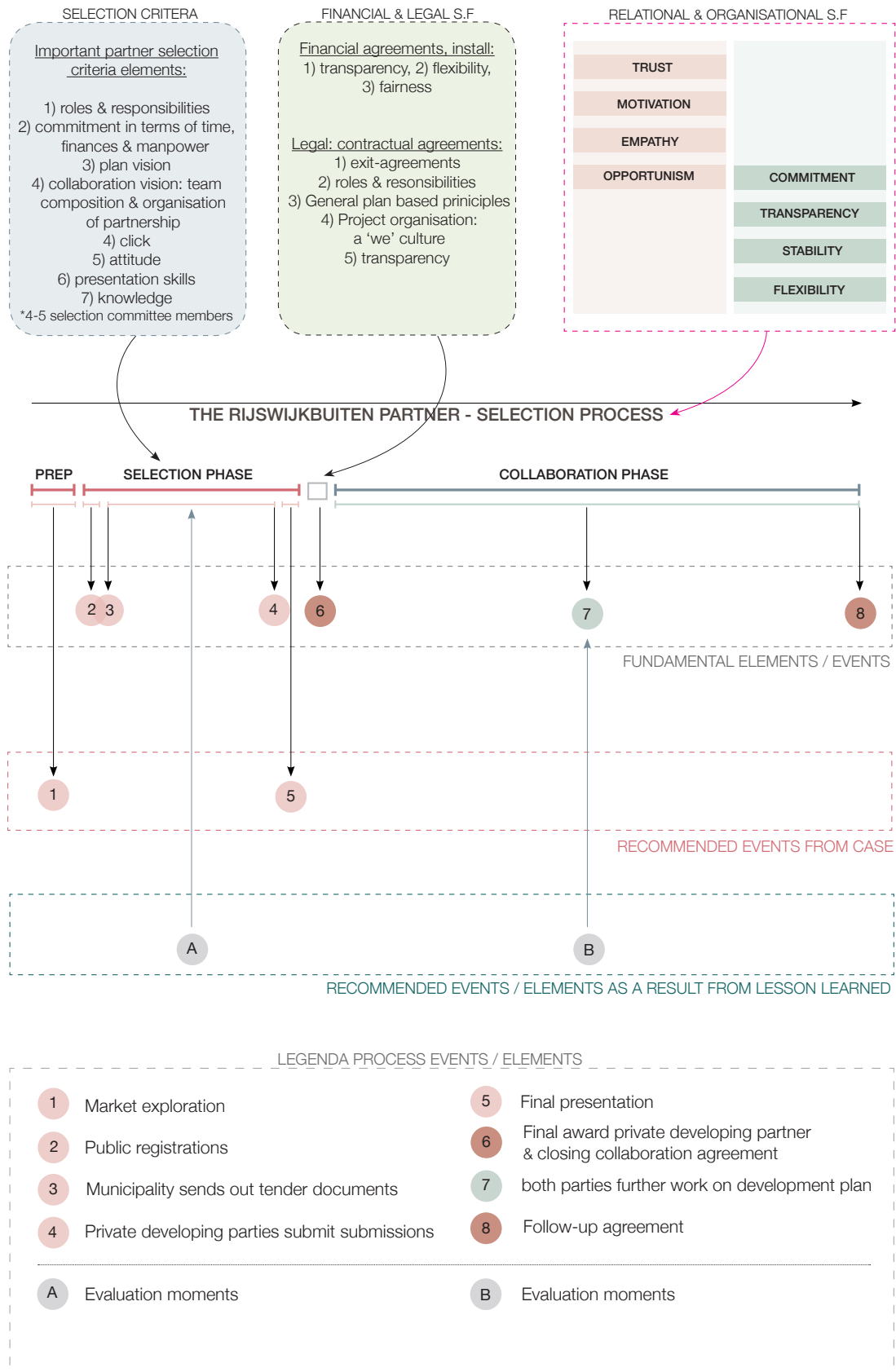


Figure 13. summary RijswijkBuiten case study (Own ill.)

CASE 2

HET NYMFA-TERREIN

9.2. CASE STUDY 2, NYMA- TERREIN, NIJMEGEN

A. Introduction

The old NYMA factory site in Nijmegen is currently right at the start of a large-scale redevelopment. The goal of the redevelopment of the former NYMA factory, and the NYMA-terrein (VASIM) is to turn the current development into a cultural hotspot in Nijmegen. The aim is to transform the NYMA-terrein (English: NYMA site) into a vibrant place in which a wide range of functions, such as: creativity, culture, leisure, serious gaming, sports, and craftsmanship can be found (akroconsult, n.d). The redevelopment is a municipal land development project in which the municipality is the owner and initiator. The municipality is accompanied by the NYMA entrepreneurial cooperative (Dutch: ondernemerscoöperatie NYMA) which is a collective of cultural entrepreneurs whom are already located on site, and the quartermaster (Dutch: Kwartiermaker). All together, the three parties form the NYMA development team.

The primary role of the NYMA development team is to devise a development strategy and plan which can ultimately be carried out to realise the redevelopment project. In order to be able to optimise the strategy and plan, the development team partnered up with a private developing parties, whom had the ability as well as the needed knowledge and expertise to (re)-develop real estate as well as the urban area to its fullest potential.

To be able to find the most suitable private developing partner(s) to join the NYMA development team, a partner-selection procedure was set-up by the municipality of Nijmegen with the goal to find one or two market partners with whom an organic urban area development could be realised together. The aim was to provide for a collaborative environment in which the most optimal result for such a complex urban area development could be obtained.



Image 2: NYMA-terrein (Gelderlander, n.d)

B. Data Collection

For the NYMA-terrein case, five semi-structured interviews were organised. The first interview was conducted with Interviewee (2A) who represents the municipality of Nijmegen. Interviewee (2A) was in charge of setting up and organising the partner-selection process, and is currently in charge of the

collaboration phase that followed the partner-selection phase. Interviewee (2A) is also the quartermaster (Dutch: kwartiermaker) of the NYMA-terrein development.

The second interview was held with Interviewee (2B). Along with Interviewee (2A), Interviewee (2B) also represented the municipality of Nijmegen. She was in charge of setting up and organising the partner-selection process, and is currently in charge of the collaboration phase that followed the partner-selection.

The third interview was held with Interviewee (2C). Interviewee (2C) was the process manager involved in the partner-selection process prior to the collaboration process. Alongside Interviewee (2A) and Interviewee (2B), he designed and set-up the tender documents as well as process. He came in after the market exploration.

The fourth interview was held with Interviewee (2D). Interviewee (2D) is the managing director of the private developing party, KlokGroep Ontwikkeling. Kloggroep is one of the two private developing parties that won the partner-selection, and are currently acting as development partners. Interviewee (2D) has been actively involved in the NYMA-terrein development throughout the partner-selection process, and is currently acting the private partner in the collaboration phase.

The fifth interview was held with Interviewee (2E). Interviewee (2E) is the partner of the private developing partner Lingotto. Lingotto is the other private developing party that won the partner-selection, and is currently acting as a development partner of the municipality of Nijmegen. Interviewee (2E) has been actively involved in the NYMA-terrein development case throughout the partner-selection process, and is currently acting as a partner to the municipality of Nijmegen in the collaboration phase.

Furthermore, a brainstorm session was held with Interviewee (2F). Interviewee (2F) was in charge of providing the collaboration agreement between the municipality of Nijmegen and the winning partners (Lingotto and KlokGroep). The purpose of the brainstorm session was to discuss and obtain a further understanding on what the collaboration agreement entailed, and what the most important contractual agreements are that need to be included when setting-up and closing a partner-selection contract.

C. Reasoning behind the partner-selection implementation

The NYMA-terrein case is a very complex development, which required a different method of approach. The complexity stems from the large development scale, the long expected duration, the early involvement of the NYMA entrepreneurial cooperative, the many uncertainties, and the integrality of the business case (akroconsult, n.d). The municipality of Nijmegen therefore found it important to involve private developing parties (market parties) from the very beginning of the process, so that their expertise and experience could be used. Also, the municipality wanted to avoid making a plan individually, as there was a high chance of it being unrealistic and sub-optimal (Interviewee (2A), 2019; Interviewee (2B), 2019). Therefore, with the advice of Akro Consult, the municipality of Nijmegen decided to carry out a partner-selection instead of a traditional plan/price-selection. The goal of the partner-selection was to find a cooperation partner(s) with whom they could further investigate the feasibility of the redevelopment as well as help shape and form the development strategy, vision and plan (akroconsult, n.d).

Additionally, Interviewee (2A), (2019) also voiced that he was inspired by the private developing parties in his network. He said that many developers mentioned that they were growing tired of plan and price-selections, as these traditional methods often cost a lot of time and money, and usually turn out in disappointment, as the chance of winning a tender are increasingly low. Also, according to Interviewee (2A), (2019), nothing good results from a plan or price selection when a development is as complex as the NYMA-terrein development.

Interviewee (2E) was also very enthusiastic about the partner-selection approach in particular. He mentioned, that alongside his interest in the NYMA-terrein redevelopment, he was equally as enthusiastic about the partner-selection approach. He thought that it was a suitable tender method as the NYMA development team had many ambitions for the NYMA-terrein development but were financially drowning. Furthermore, he stressed that traditional tenders go way too far in terms of costs and time, whilst the chances of winning are low. He mentioned that the partner-selection carried out in the NYMA-terrein case was a more motivating approach, as the finances and time invested in the project were used for an actual purpose (currently: the development strategy) other than winning a tender. the development strategy.

'Wij zijn heel erg van co-creatie, hier zijn wij ook goed in, dus vandaar partner-selectie' - Interviewee (2E)

KlokGroep was also very enthusiastic about participating in the NYMA-terrein tender because the private developing party is a local real estate developer ('bouwende ontwikkelaar') in Nijmegen. Interviewee (2D), (2019) therefore found it very appealing to be a co-creator of a development in Nijmegen. Besides the location. Interviewee (2D), (2019) mentioned that he took it as an honor to be able to develop in his own city.

'We wouden iets leuks doen voor de stad, iets teruggeven' - Interviewee (2D)

He also personally knew the end-users whom were and still are located at the NYMA-terrein location, and was enthusiastic about working together with them. Besides the locational and personal aspect, Interviewee (2D), (2019) also hugely supports partner-selection, and has been advocating partner-selection and 'slim samenwerken' (English: smart collaboration) for many years already (Interviewee (2D), (2019)).

D. NYMA-terrein partner-selection process

The data collected on the partner-selection process is categorised into three phases: the preparation phase, the selection phase and the collaboration phase. In practice, the selection phase is the actual partner-selection procedure. The collaboration phase is the process following the partner-selection. In this research, the collaboration phase is considered as the second phase of the partner-selection in order to obtain a good understanding on how a partner could potentially be selected, and how a good partnership can be created and maintained during the process. Additionally, the process elements and ingredients will be referred to as events in the following paragraphs.

Prior to the NYMA-terrein partner-selection phase, the preparation phase was carried out. The preparation phase was a process in which the municipality (accompanied by the quartermaster & the NYMA entrepreneurial cooperative) was able to figure out what type of partner profile they were looking for in terms of the type of private developing partner, and what their development (vision on urban area development) and collaboration (process) vision entailed (Interviewee (2C), 2019; Interviewee (2A), 2019). Simultaneously, the municipality (accompanied by the quartermaster) also set up a long-list of 10 private developing parties whom, according to the municipality, were suitable for the re-development of the NYMA-terrein. Most of these private developing parties were selected via the municipality's and quartermaster's network (Interviewee (2A), 2019). Once the long list was made, the municipality organised a market exploration event where the private developing parties on the long-list were invited (six private developing parties showed up) (Interviewee (2A), 2019). The market exploration provided for an opportunity in which the municipality could present its project and collaboration vision to the interested private developing parties in order to obtain feedback on whether the municipality's visions were realistic or not. Important to mention, is that the market exploration was an event with no strings attached (without obligation, Dutch: vrijblijvend) (Interviewee (2C), 2019; Interviewee (2A), 2019). The market exploration was then followed up by a 'mini selection round' (Interviewee (2C), 2019) where the six interested private developing parties were asked to submit a motivation letter in which the private developing parties had to write about the following: 1) why they wanted to participate, 2) what their drive was, 3) who would be representing the private developing party and participate in the NYMA development team, 4) what the team composition would be, and why, and, 5) what the private developing party's long term vision concerning the NYMA-terrein development entailed (Interviewee (2A), 2019). The motivation letter also required the addition of references, so that the private developing parties could prove their suitability in terms of knowledge, skill and expertise. The motivation letter was then supported through the organisation of a follow up interview, in which further questions were asked about the motivated letter and intentions of the private developing parties, as the municipality (accompanied by the quartermaster) was strictly looking for a party who was willing to work together with the municipality to come up with a good development plan appropriate and realistic for the re-development of the NYMA-terrein (Interviewee (2A), 2019). At the end of the preparation phase, four private developing parties were chosen to participate in the partner-selection process.

Note, the motivation letter and interview were not part of the official partner-selection criteria. It was a way for the municipality (accompanied by the quartermaster & the NYMA entrepreneurial cooperative) to explore which private developing parties they wanted to take with them into the partner-selection phase. The NYMA-terrein re-development is not subject to procurement, the municipality therefore had the freedom to decide whom they want to choose to participate in the partner-selection process and how they fancied to organise the selection process (Interviewee (2C), 2019).

The partner-selection phased was launched through the distribution of the partner-selection tender documents (including the concept collaboration agreement) to the participating private developing parties.

The tender documents included the following criteria points (Uitvraagdocument Partnersselectie Ontwikkeling NYMA-terrein, 2019): 1) knowledge & experience (specific to the necessary knowledge & experience required to take on the NYMA-terrein re-development), 2) vision of the re-development of the NYMA-terrein (developing parties had to show that they: understood the area, are able to incorporate the area visions (Dutch: gebiedsvisie), are able to implement creativity with realism, and are an added value to the NYMA development team), 3) vision of the collaboration between municipality and private developing party (in terms of flexibility, added value of collaboration, and what and who is needed to make the collaboration work), 3) profile, person and commitment (who is going to represent the private developing parties, why the representatives are suitable in terms of DNA, skills (cv), willingness to be open and transparent, and how committed the representatives and private developing party as a whole is willing to be as well as its solvability).

Once the participating private developing parties finished working on their submissions (documents that answer the questions/criteria points of the tender documents), and subsequently handed in their submissions before the deadline set by the municipality, the municipality organised a location visit to one of the references provided by the private developing parties. The location visit provided for an opportunity in which the municipality (accompanied by the quartermaster & the NYMA entrepreneurial cooperative) could meet the key representatives presented in the submission- whom would ultimately join the NYMA development team. The location visit was an event in which the the municipality could observe the hard aspects of the reference project itself, but also the softer aspects- so how the representatives of the private developing parties act in terms of attitude and enthusiasm, and whether or not they suit the already existing NYMA developing team (Interviewee (2A), 2019; Interviewee (2C), 2019). Furthermore, the NYMA-terrein re-development had an important core: the end-users. The location visit provided for a moment in which the municipalities could also communicate with the end-users of the reference development, to see how the private developing party had tackled the involvement of the end-user (Interviewee (2B), 2019).

After the location visit, a final presentation event was set up by the municipality (accompanied by the quartermaster). This presentation moment allowed for the private developing parties to further explain and clarify their submissions (visions, team compositions, commitment, etc). It was also a moment in which the potential key representatives were able to present themselves personally. This event also allowed for municipalities (accompanied by the quartermaster & the NYMA entrepreneurial cooperative) to ask further questions about doubts and curiosities that they had (Interviewee (2A), 2019; Interviewee (2C), 2019; Interviewee (2D), (2019).

Following the final presentations, the municipality along with the quartermaster and the NYMA entrepreneurial cooperative, chose the best suitable private developing parties as a partners, through scoring the submission and final presentations through using a point based scoring method. The final selection lead to the appointment of two private developing parties (Lingotto & Klokgroep) as partners and official team members of the NYMA development team (Interviewee (2A), 2019; Interviewee (2C), 2019). The official partnerships between the municipality and the involved private developing parties were confirmed through a collaboration agreement (Dutch:samenwerkingsovereenkomst)

Once the partnership was sealed, the municipality, the quartermaster, the NYMA entrepreneurial cooperative, and the two private developing parties entered the collaboration phase. The collaboration phase is still in progress, and is in fact still at the beginning- the financial negotiations. This means that the organisation of the process can still change. However, the planned set-up is as following: 1) sub-phase one: all partners (both public and private parties involved) work on the strategy development (Dutch: ontwikkelstrategie), 2) sub-phase two: all partners (both public and private parties involved) work on the plan development (Dutch: ontwikkelplan). When both milestones are achieved, a follow-up agreement is set up in which further details are discussed on the potential land position (land purchase / lease agreement) of the involved private developing partners (Interviewee (2C), 2019; Interviewee (2E), 2019; Samenwerkingsovereenkomst NYMA-terrein, 2019).

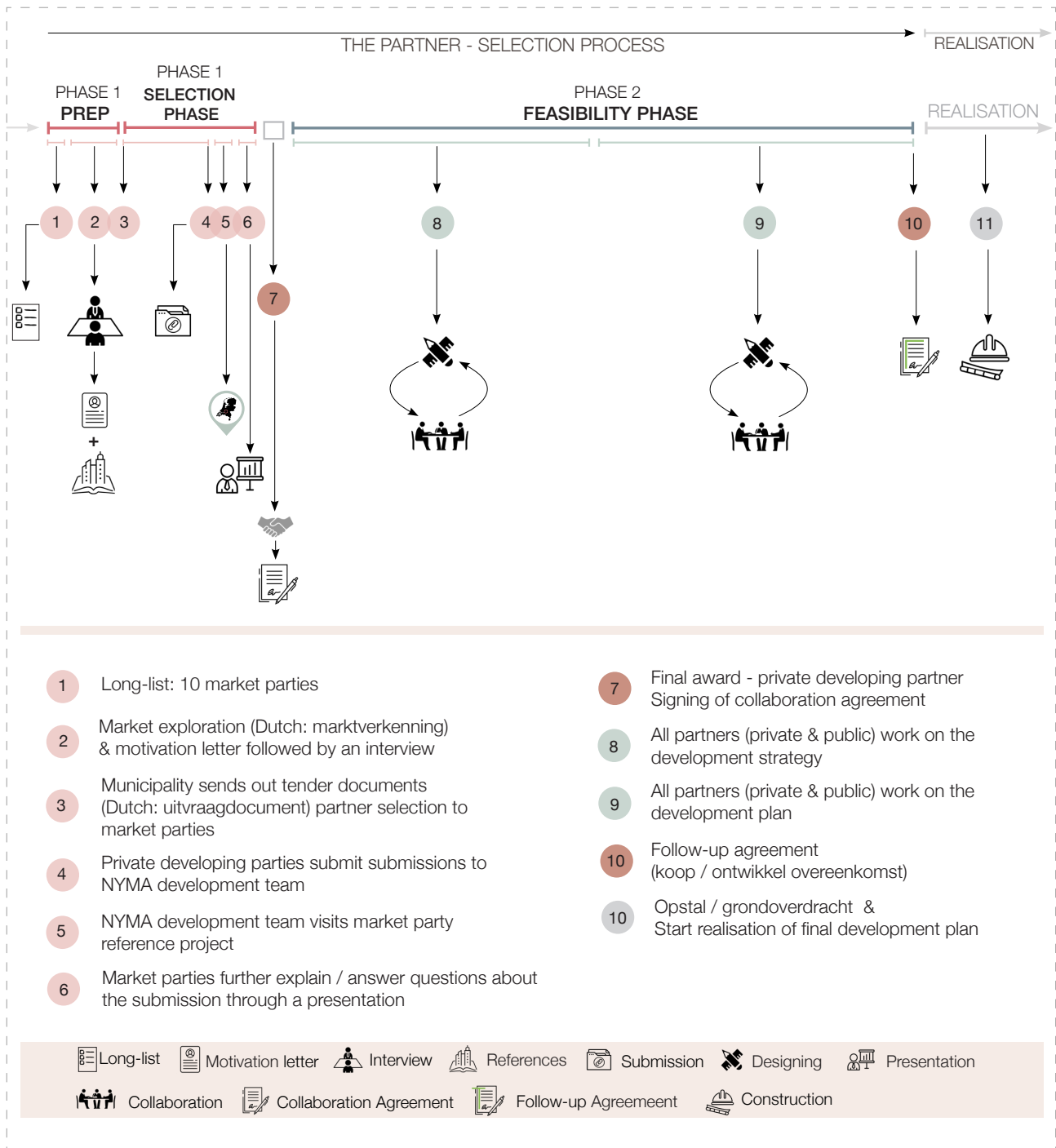


Figure 14. Partner-selection process NYMA-terrein (Own ill.)

E. The NYMA-terrein Partner-selection: lessons learned and interviewee advice

The NYMA-terrein partner-selection process is currently at the start of the collaboration phase, specifically the financial negotiations. This means that many lessons learned can be extracted about the (partner) selection phase. The table below (table 6), presents all lessons learned obtained from Interviewee (2B), (municipal representative), Interviewee (2C) (independent third party as process managers), Interviewee (2A) (Quartermaster), Interviewee (2E) (private developing party), and Interviewee (2D) (private developing party). The lessons learned are divided into five categories: 1) why partner-selection, 2) event-based advice, 3) overall lessons learned, 4) selection criteria, 5) crisis proof, and 6) barriers and risks. Further explanations about the lessons learned can be found in Appendix 5.

	MUNICIPALITY OF NIJMEGEN (INTERVIEWEE (2B), 2019)	PROCESS MANAGER AKRO CONSULT, (INTERVIEWEE (2C), 2019)
WHY PARTNER-SELECTION	<ul style="list-style-type: none"> - Due to the complexity of the NYMA-terrein case, the municipality found it important to involve private developing parties from the very beginning of the design process. - The municipality wanted to avoid making a vision and development plan on their own in order to avoid it being unrealistic & suboptimal due to the high complexity. 	<ul style="list-style-type: none"> - The NYMA-terrein development is a complex urban area development because: 1) large development scale, 2) long expected duration, 3) early involvement of the entrepreneurial cooperative located at the NYMA, 4) many uncertainties, and 5) the integrality of the business case. > Due to the complexity, the municipality found it important to involve private developing parties from the very beginning of the design process. The municipality wanted to avoid making a vision / development plan on their own in order to avoid it being unrealistic & suboptimal - The goal of the partner-selection was to find a private developing partner with whom the municipality could investigate the feasibility and collaborate to create a development strategy and plan.
EVENT-BASED ADVICE	<ul style="list-style-type: none"> - The location visit was an important event organised during the selection process. It allowed for the opportunity in which the municipality was able to speak to the end-users, and ask them how they experienced the developers, and to what extent they were involved in the process. - The final presentations were held after the final submissions and were also experienced positively by (Interviewee (2B), 2019). The presentations were good moments in which private developing parties had the chance to further enlighten and clarify their submissions. <ul style="list-style-type: none"> >The presentations were an important moment in which the decision made by the municipality became easier to make. <i>'Want op papier kunnen partijen hele mooie plannen aanleveren, ze schrijven natuurlijk op wat je wilt horen, maar als je ze dan bevraagd vallen sommige dan toch echt door het ijs'</i> >According to Interviewee (2B) it is quite noticeable during presentations when a private party is content driven or profit driven. - An independent third party who can manage the financial negotiations is also important. It is crucial that someone with no personal interest takes the reign in setting up the plan development in terms of finances. 	<ul style="list-style-type: none"> - Interviewee (2C) recommends the location visit event, as it is a persona moment in which the 'softer' aspects such as click, attitude and motivation can be observed. It is also a moment in which municipalities can talk to the end-users of the development. Additionally, in this case, gave the municipality the opportunity to show the private developing parties that they are also willing to put in the effort into the collaboration: it shows commitment - The final presentations were also an important moment in seeing whether or not a private developing party was suitable. However, Interviewee (2C) recommends that the presentations should be replaced by a dialogue moment (Dutch: gesprek) so that it suits the informality of a partner-selection better. <ul style="list-style-type: none"> >A moment with the private developing party after the final submissions gives the municipality the chance to: 1) discuss the 'why' question behind the 'what' that developers have submitted / presented, and 2) understand the though process and real intention of the developer's submissions. - A get to know each other moment was also very valuable in the selection phase, as the selection phase could be compared to a job application process. The key representatives of each market party were invited to discuss the motivation letter in further detail. - Organising a team building event is endorsed for in the collaboration phase. <i>'Het is cruciaal om de belangen van beide partijen dezelfde kant op te laten wijzen'</i>. It could help to get partners to understand and get along with each other. - An unbiased independent third party is also recommended. E.g. a process manager who understands the goals and interests of both parties. Important competence of a process manager: he or she must understand the nature and ways of working of both public and private parties.
OVERALL LESSON LEARNED	<ul style="list-style-type: none"> - The municipality should set up a global (Dutch: globaal) vision instead of an extensive one. In this case, too much time and money was invested in the preparation phase whilst a large percentage of the vision was changed and optimised with the developing partners during the collaboration phase. <ul style="list-style-type: none"> > <i>'Want nu wordt alles ter discussie gesteld, dat is gedoe'</i> > <i>'Laat het vanaf het begin globaal, ga het niet zelf invullen en inperken, wacht er op dat je je partner hebt, en ga het dan samen doen.'</i> - The addition of a quartermaster to the development is a tip. <ul style="list-style-type: none"> > <i>'Het is belangrijk om iemand erbij te halen die allebei de kanten kent en begrijpt, diegene kan het dan soort van vertalen'</i> 	<ul style="list-style-type: none"> - The initiating municipality must set up a desired partner profile of the private developing party before the selection phase commences. This prevents municipalities from making non-substantiated decisions. - The traditional way of installing competition is not suitable for partner-selection, because only one developing party wins, meaning that the other developing parties lost a lot of time & money- which they need to compensate in another project. This detracts from social benefits. However, motivating developers via incentives is appropriate. - In this case, the collaboration agreement had a flaw: the contract was set up and closed without agreeing upon a follow up agreement: a purchasing or land lease agreement. This lead to an uncertain situation for the involved developing parties. The repercussion is: during the collaboration phase, the developers are focused on obtaining a land position whilst the municipality is focused on creating a development plan. The splits the focus-less effective process >Tip: combine the collaboration contract with a follow up agreement. When doing this: a 'yes, provided that' situation is created (instead of 'no, unless') which provides for a situation in which developers are guaranteed a land position if they collaborate well and fulfill their promises.
LESSONS LEARNED SELECTION CRITERIA	<ul style="list-style-type: none"> - The tender submissions must include the following: 1) the description of the private developing party's company & representatives, the global vision of the development, 3) vision on collaboration, and 4) commitment. 	<p>Not Discussed due to time constraints</p>
BARRIERS & RISKS	<ul style="list-style-type: none"> - Biggest risk according to Interviewee (2B) is the uncertainty that the financial negotiations bring about (as no financial agreements have been made prior). However, she says that this risk is present in traditional tenders as well, as submitted plans often turn out as unrealistic due to finances. 	<ul style="list-style-type: none"> - A barrier is that many municipalities think that their current and traditional tender systems are working just fine, and are efficient enough. They are therefore reluctant to carry out a partner-selection. <ul style="list-style-type: none"> > <i>'Shit hits the fan, is een goede voedingsbodem voor partner-selectie.'</i> - Municipalities may also not have the capacity (knowledge & expertise) to be able to act as equal partners to the developing party, it could potentially put them in an unfavourable position. - Developers also often think that it is best if they take on the development individually (without the help of municipality)- very traditional

	QUATERMASTER (MUNICIPALITY) (INTERVIEWEE (2A), 2019)	PRIVATE DEVELOPING PARTY LINGOTTO (INTERVIEWEE (2E), 2019)
WHY PARTNER SELECTION	<ul style="list-style-type: none"> - Interviewee (2A) mentioned that nothing good comes from a plan & price selection when the development is hugely complex. - He was also inspired to set up a partner selection by the private developing parties in his network. He mentioned that they were growing tired of the traditional methods as it cost them a lot of time and money whilst the chances of winning were low. 	<ul style="list-style-type: none"> - Lingotto is an advocate of the partner-selection method, and, the development itself had high creative potential. - Interviewee (2E) also stressed that the municipality had high ambitions but were financially drowning- they needed early expertise of market parties. - Lingotto vocalises that traditional tender methods go too far in terms of money & time, whilst winning changes are low.
EVENT-BASED ADVICE	<ul style="list-style-type: none"> - Organise a market-exploration prior to the selection phase. It allows for the municipality to explore the following: 1) whether a partner-selection sits well with the interested developing parties, 2) how open the developing parties are about long-term intensive collaborations, 3) the extent to which developing parties are willing to commit, 4) what role they would like to take on, and 5) what their vision in terms of the collaboration. - Interviewee (2A) also recommends a motivation letter during the selection phase instead of prior to the selection phase (so that it can be scored). It allows for private parties to express their professional as well as personal motivation. - The location visit was also very much endorsed. The 'excursion' allowed for both the municipality and the private developing party to get to know one another. It was an opportunity in which parties could see whether or not there was a mutual click. > It gave the selection process an extra dimension as the municipality was able to experience how motivated & enthusiastic the developers were about their chosen reference- instead of only reading about it. > <i>'Het gaat uiteindelijk om mensenwerk, dus ze kunnen wel praten, maar je wilt het uiteindelijk gewoon zien'</i> - An aftercare moment was also advised- municipalities must handle their decision with care and take the time to explain why the losing parties lost as the selection process is very personal. > <i>'Het is persoonlijk, en het is een kleine wereld, je moet dankbaarheid tonen, zeker met de crisis die er aan komt!'</i> - Install an independent third party (during selection & collaboration process), who can mediate negotiations and guard the goals and requirements of both parties. 	<ul style="list-style-type: none"> - According to Interviewee (2E), the market exploration was a good moment in which the developers could decide whether or not the partner-selection approach and the follow up collaboration suited their company's DNA and way of working / mind-set. - The final presentations could have been more informal, as the formal presentations did not suit the nature of the partner-selection process. Tip: informal talk about the submissions. - An element of competition is advantageous in some cases. Having developers hand in a vision or even sketch (prior to definitive market party selection) design could give the municipality and the developer a little bit more control if deemed necessary / wanted. However, it extends the time duration of the process as goals and interests can't be discussed together early on in the process. - Financial negotiations are inevitable, during the negotiations however it is important to make several scenarios together in terms of GREX and real estate. Also, before going into the negotiations it is important for both parties to understand and know each other's goals and objectives so that fair choices can be made. - Dialogue rounds and/or informal talks are also endorsed by Interviewee (2E). These events are beneficial when organised during the selection process and before the final submissions. They allow for: 1) parties to get to know one another, and 2) further questioning about tender documents, 3) the opportunity in which municipalities can explain their requirements, goals and interests when there are doubts. > Make sure to also build in a moment in the dialogue rounds, wherein the concept collaboration agreement can be discussed so that it can be adjusted when necessary.
OVERALL LESSON LEARNED	<ul style="list-style-type: none"> - According to Interviewee (2A), it is favourable to involve more than one private developing party. Reason: so that they can balance each other out, and, so that a sense of competition between the two can be created- keeping both developers motivated. - He also accentuates the importance of managing expectations. > It is crucial to educate participating private developing parties on the subjectiveness of the selection criteria. - The collaboration agreement could have been written out in a more subtle manner as well. Or it could have been handed out and discussed personally- this would have suited the 'soft' nature of a partner-selection better. > <i>'Want nu hebben we het weliswaar gewoon over de schutting gegooid'</i> 	<ul style="list-style-type: none"> - The NYMA selection phase was relatively unorganised, which created uncertainty in terms of process. Insight given: more structured process = predictability. - It is hugely beneficial when the municipality has an integral vision ready, incl: basic requirements, goals and interests, before commencing the collaboration phase. This allows for a smoother and goal driven collaboration process. It gives developers a framework to work in. - Installing a project manager who has the ability and courage to make integral decisions is also recommended - Important competence that municipality must possess: courage and ability to make decisions in an integral manner despite the fact that municipalities are organised in many sectors. - Interviewee (2E) also recommends that both parties spend more time on the transparency matter. This was lacking in this case as municipalities were more focused on achieving deadlines. What is happening now during the financial negotiations is that transparency is not on the priority list which imposes a risk on the effectiveness of the negotiations and the optimisation of
LESSONS LEARNED SELECTION CRITERIA	<ul style="list-style-type: none"> - The motivation letter should ask for the following information: 1) why the private developing party wants to join, 2) which individuals would be representing the developing party, 3) what the team composition would be, 4) what the commitment level would be, 5) the knowledge and experience of the developing party via references. - Also, the type of developer should be content driven, non-hierarchical, open to seeing the municipality as partner & have common mind-set 	<ul style="list-style-type: none"> - Make sure to manage expectations about subjectiveness from the very beginning
BARRIERS & RISKS	<ul style="list-style-type: none"> - Some developers still have a traditional mind set. In the NYMA-terrein case some developers even said: <i>'Ik heb ervaring met dit soort terreinen, en ik geloof er heilig in dat je maar een partij moet hebben'</i>. - Another barrier is transparency. Both municipalities and developers tend to be closed off and unwilling to share information. - Distrust is another barrier: public and private parties often don't speak the same language & have negative assumptions about each other. 	<ul style="list-style-type: none"> - A huge risk lies in the political system of municipalities- municipal representatives can change due to changing politics: can cause discontinuity. Also, sometimes municipal representatives make decisions which are best for the public or their political position but not favourable for the development project itself. > <i>'Gemeentes hebben zo veel petten op dat dat een risico factors kan zijn'</i>. - Interviewee (2E) speaks out of experience that the municipality of Amsterdam is very fond of its tender system and culture, making them reluctant to adopting partner-selection - Also the market is doing well currently, putting municipalities (especially Amsterdam) in a luxury position where they can afford to carry out traditional tender methods as market parties are going to participate anyway.

**PRIVATE DEVELOPING PARTY
KLOGGROEP (INTERVIEWEE (2D), 2019)**

**WHY
PARTNER
SELECTION**

- Kloggroep is a local private developing party in Nijmegen It was an honor for them to develop in their own city.
- Interviewee (2D) also personally knew the end-users located at the NYMA-terrein.
- He also has been an advocate of partner-selection for a very long time.
- > He has been endorsing 'slim samenwerken' for years.

**EVENT-BASED
ADVICE**

- According to Interviewee (2D), **evaluation moments** are key. It is a moment in which both parties can discuss
 - 1) how the plan development is going in terms of process and content, 2) how the collaboration is going, and 3) whether or not the team 'players' of both public and private parties are suitable for the job.
- > Interviewee (2D) states that both parties need to be willing, courageous & honest enough to replace their representatives when necessary
- > A good starting point for the evaluation is after the first month of the collaboration phase. It is then early enough to switch team players without losing a great deal of information history.
- **Informal events** are also recommended. An e.g. given that has worked in his experience: dinner, 'borrels' and cooking classes.
- >'Het maakt het heerlijk persoonlijk, het verlaagt de drempel, en het laat het leuke van de mens zien, weg met de angst. Het is uiteindelijk mensenwerk.'
- >'Een liefdesbrief alleen is niet genoeg. Het is net alsof je iemand een liefdesbrief stuurt en dan daarna meteen op vakantie gaat, grote kans dat de liefde dan over is, je moet elkaar eerst leren kennen.'
- An **independent third party** is also advocated by Interviewee (2D) as it allows for a fairly run process.

OVERALL LESSON LEARNED

- According to Interviewee (2D), the municipality and the private developing party should sit together from the very beginning to work on a vision and development plan together- it optimises the development plan and speeds up the process.
- He also advises to involve all specialists (engineers, architects, urbanists, etc) from the very beginning of the process- it allows for realistic development plans.
- It is crucial for both parties to understand one other's goals and interests in order to be able to create a win-win situation.
- *'We zijn allemaal zo spatisch, en willen alles op het begin al vastleggen, maar durf nou is een keer gewoon te beginnen, en elkaar te vertrouwen.'*
- *'Als het een ingewikkeld project is, waarbij je kennis van elkaar nodig hebt, dan moet je aan partner-selectie beginnen, anders niet.'*
- *'Ik wil nu met de gemeente Nijmegen samenwerken, maar over twintig jaar ook, ik wil continuïteit want dat is belangrijk voor mijn bedrijf, wij als bedrijf willen dus relaties behouden.'*

**LESSONS
LEARNED
SELECTION
CRITERIA**

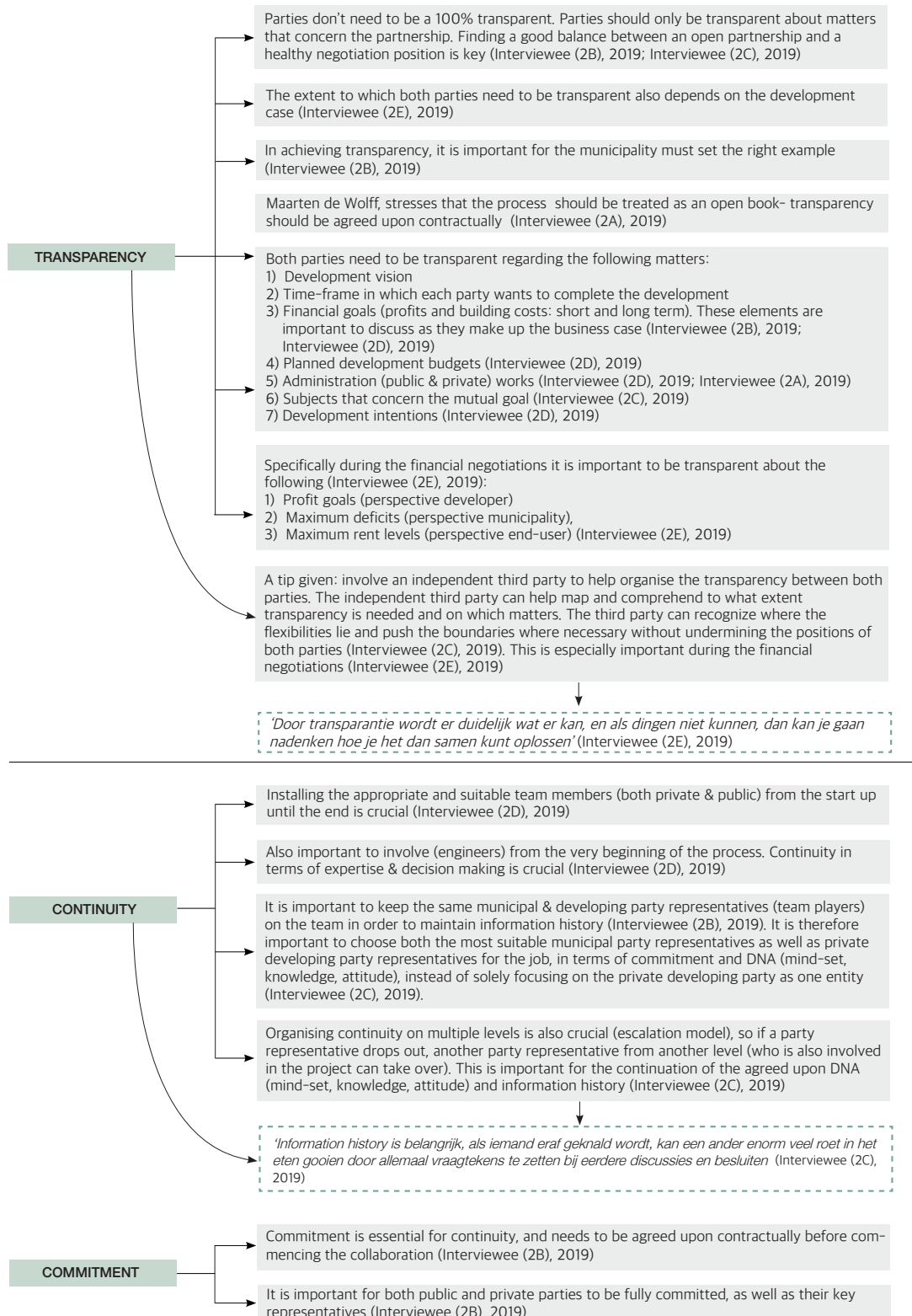
Not Discussed due to time constraints

BARRIERS & RISKS

- Distrust is a huge barrier and it stems from the negative assumptions that municipalities have of developers. Developers are often seen as thieves, and have a bad reputation.
- >'Als ontwikkelaar hebben we nou eenmaal een slechte naam, de snelle jongens, de boefjes.'
- >'Kijk, onze voorgangers hebben slechte keuzes gemaakt, daar ben ik heel eerlijk in, dus het komt niet uit het niks, maar we zitten nu in een nieuwe tijd.'
- Interviewee (2D) also thinks that municipalities often keep to themselves and keep their cards left unturned.
- Also, municipalities are also fearful of commencing a partner-selection they lack knowledge of the real estate industry

F. Organisational & relational success factors

The following organisational and relational factors were explicitly described by Interviewee (2B), Interviewee (2C), Interviewee (2A), Interviewee (2E), and Interviewee (2D) as the essential factors needed for the formation and continuation of successful partnerships between the private developing partner and the municipality. The success factors: commitment, transparency, trust, and common philosophy, obtained from theory, were confirmed by Interviewee (2B), Interviewee (2C), Interviewee (2A), Interviewee (2E), and/or Interviewee (2D). The success factors: continuity, will to compromise, and common vision, goals & interests, were additional success factors proposed by Interviewee (2B). The additional success factors thereby enrich theory. Methods of obtaining the success factors during the partner-selection process were also discussed and can be found below conjointly. Further explanations about the success factors can be found in Appendix 5.



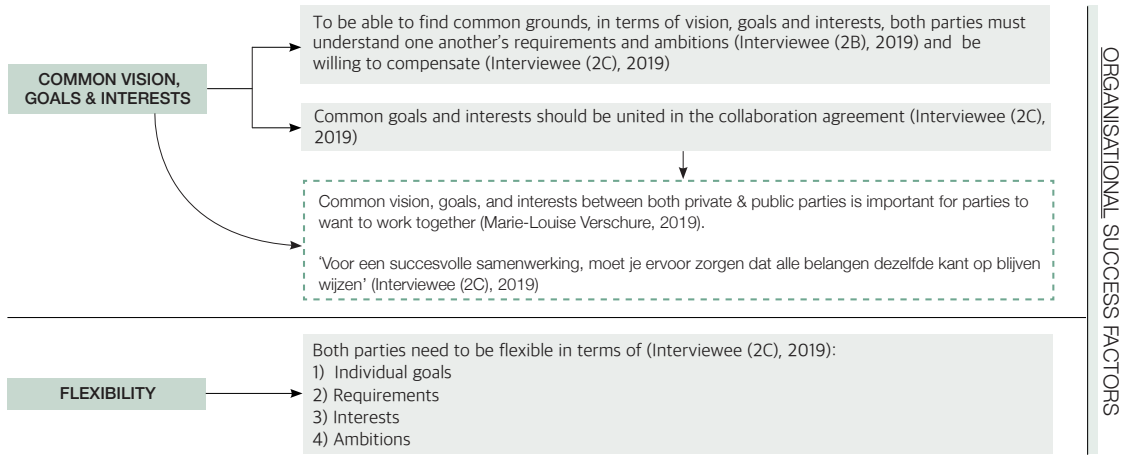
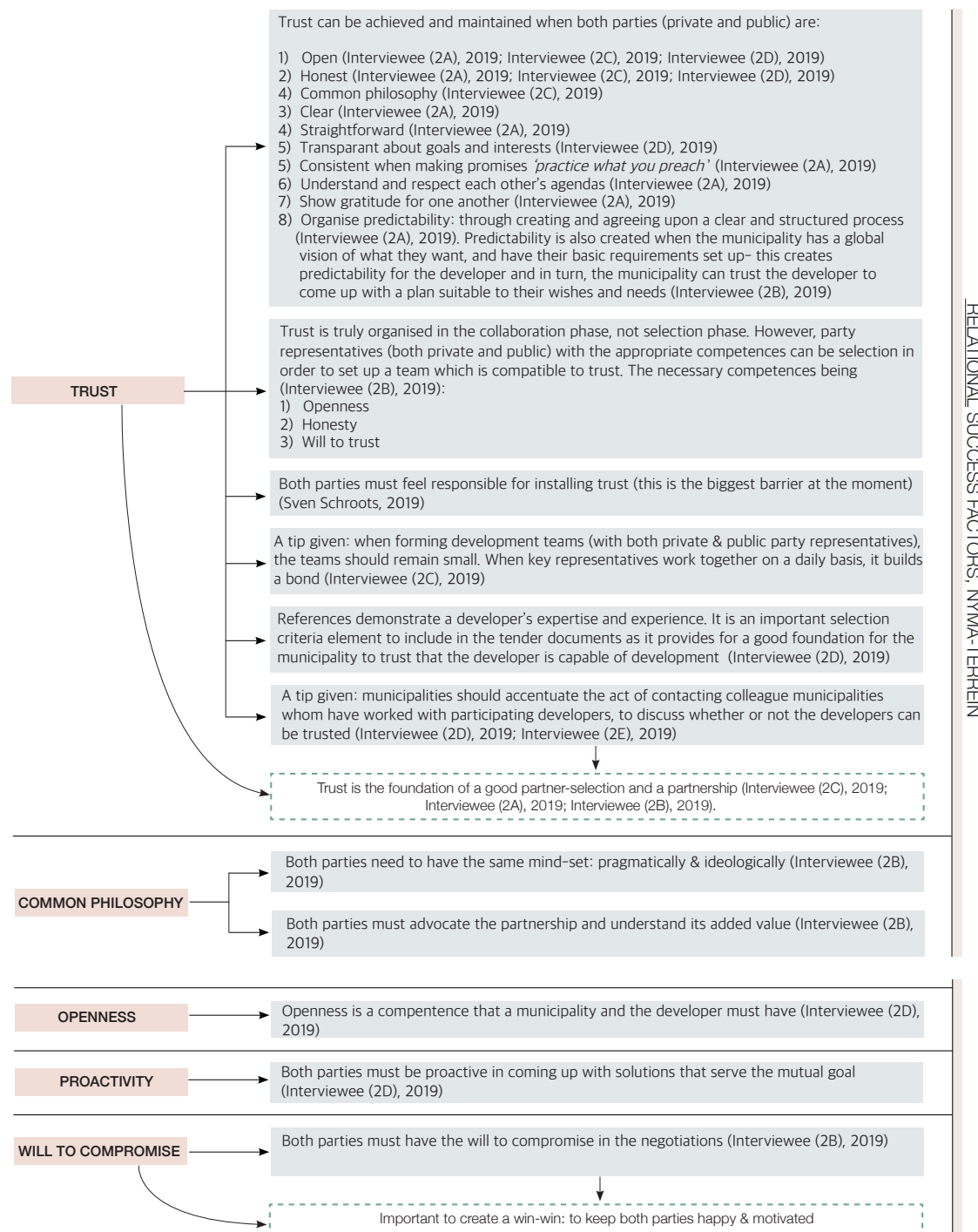


Figure 15. Organisational success factors, NYMA-terrein (Own ill.)



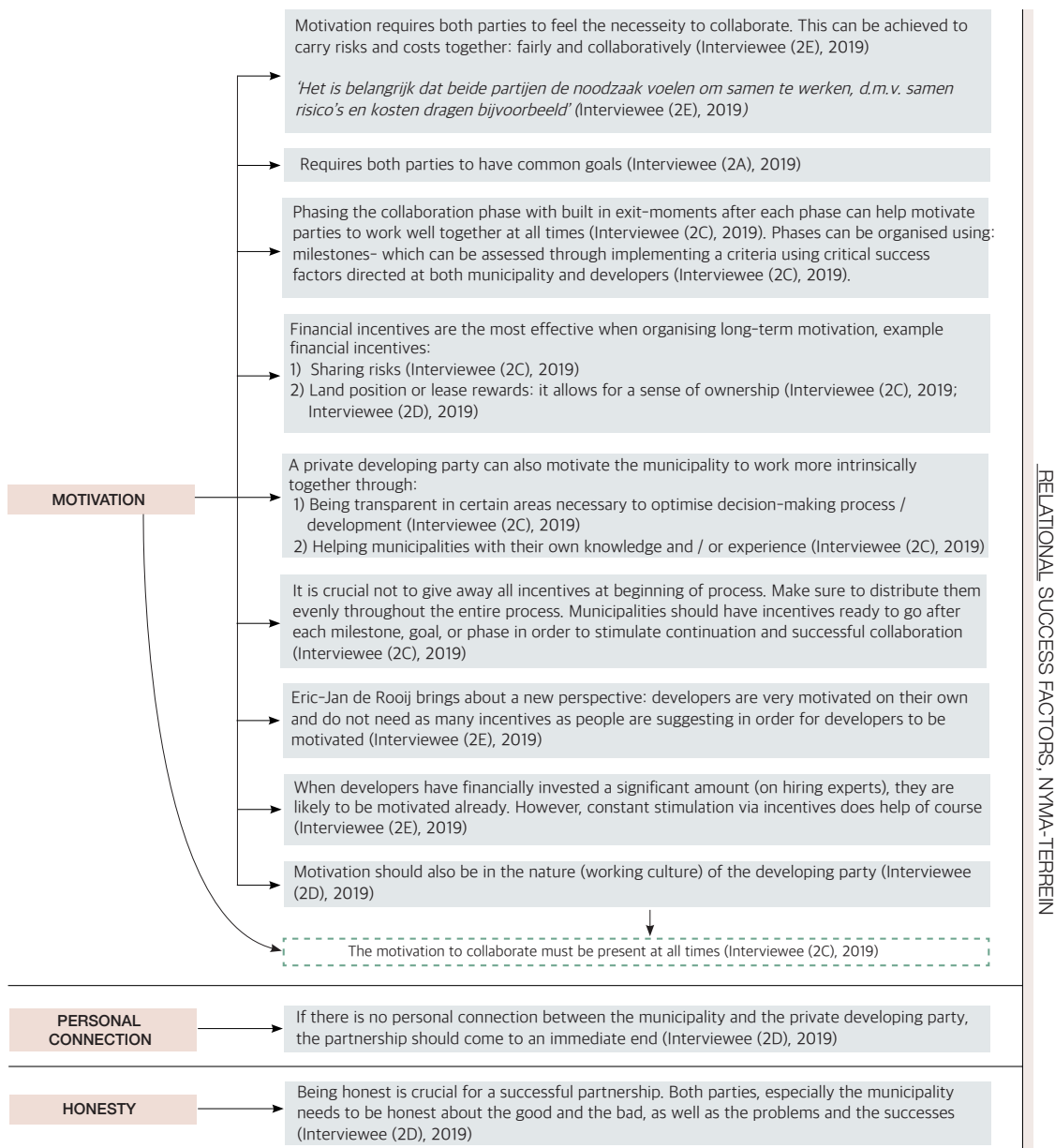


Figure 16. Relational success factors, NYMA-terrein (Own ill.)

G. Financial & Legal success factors

The following financial & legal factors were explicitly described by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D), as essential factors that are needed for the formation and continuation of successful partnerships between real estate developer and municipality. The success factors were either confirmed or proposed by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D). Methods of obtaining the success factors were also discussed and can be found below conjointly.

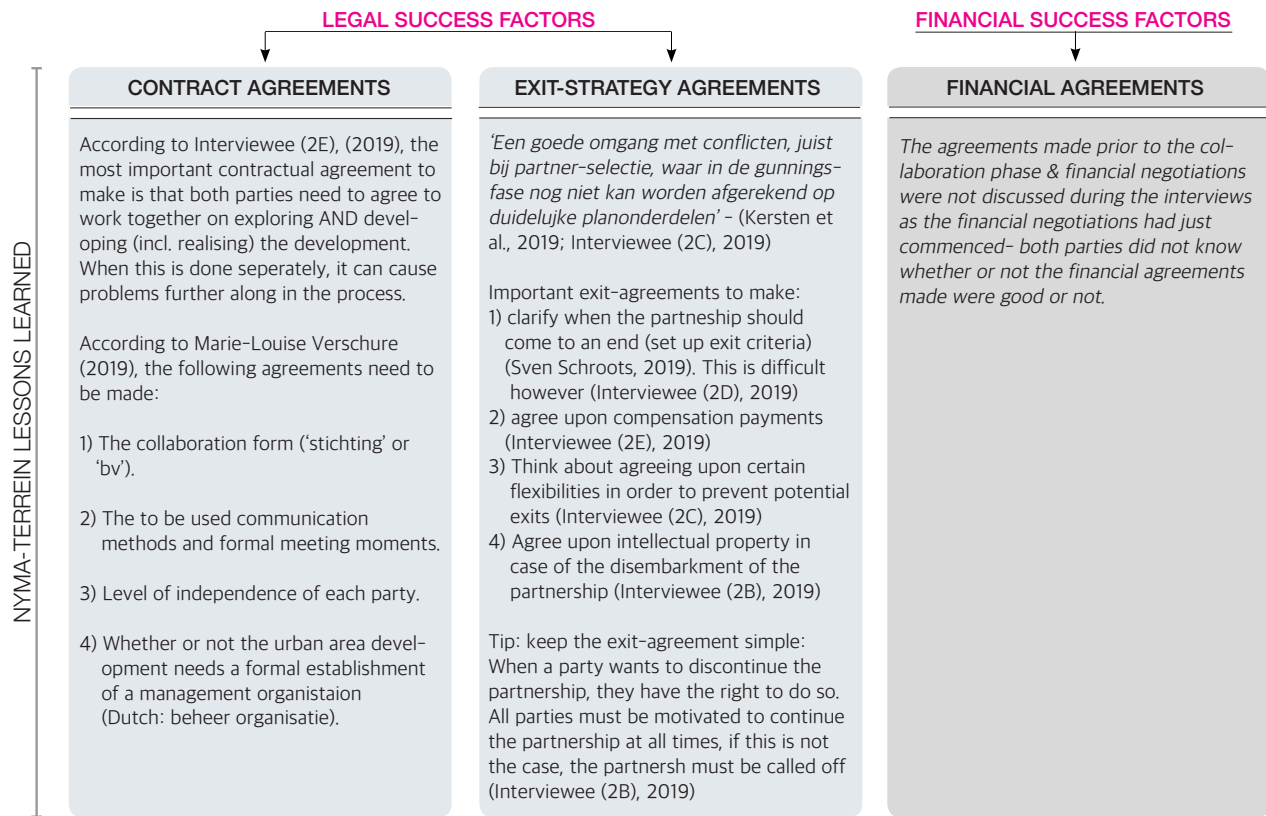


Figure 17. Financial and legal success factors (Own ill.)

H. Collaboration agreement set-up & important elements

A successful partnership does not only depend on a suitable process organisation with the appropriate event set-up in combination with the implementation of the critical success factors (organisational, relational, legal & financial). It also depends on a good legal foundation, in which both parties make appropriate agreements which support a successful partnership (Interviewee (2F), 2019). This is especially crucial for a partner-selection as this type of selection process leads to a collaboration process that has a soft nature (Interviewee (2D), (2019)).

The example collaboration agreement (figure 18) seen below presents the most important articles to include in a collaboration agreement, as well as the most essential sub-agreements that need to be made under each article. The sub-agreements are presented in a general manner, as these agreements depend on the urban area development, and differ per case. The example collaboration agreement simply serves as a template which can be filled in- it provides for an overview and potentially a tool for future municipalities and private developing parties to use when setting up a partner-selection collaboration agreement.

The example collaboration agreement is based on the Intentieovereenkomst Verplaatsing Jan Linders (2019) and the Concept Samenwerkingsovereenkomst NYMA-Terrein (2019), in consultation with Interviewee (2F), (2019) and the advice given by Akro Consult on partner-selection collaboration agreement game rules: Kersten et al. (2019)

EXAMPLE COLLABORATION AGREEMENT

Advice of Interviewee (2F) (2019) & based on Concept Intentieovereenkomst Verplaatsing Jan Linders (2019) & Concept Samenwerkingsovereenkomst NYMA-Terrein (2019) in combination with a partner-selection recommendation by AKRO Consult (Kersten et al., 2019)

Important articles to incorporate:

1) Roles, responsibilities, costs and risk allocation

- & Financial framework: 1) joint exploration of business case,
- 2) Implementing financial flexibilities & buffers, 3)
- common grounds between municipal budget goals and market-based profit goals

2) General plan based principles / basic requirements

- (Dutch: algemene planinhoudelijke uitgangspunten)
- e.g: Land use plan (Dutch: bestemmingsplan) / environmental permit (Dutch: omgevingsvergunning)
- e.g: Area vision (Dutch: gebiedsvisie)
- e.g: Housing vision (Dutch: woonvisie)
- e.g: tender documents (basic requirements & game rules)

3) Feasibility analysis

- Feasibility analysis 1: development strategy
- Feasibility analysis 2: development plan

Integrally agreeing upon:

- Requirements: necessary criteria of development plan
- Phasing (in terms of plan development and allocation of risks)
- Milestones (deadlines)
- Product delivery moments & critical success factors

4) Project organisation and communication

- Development team composition (team members) (Dutch: ontwikkelteam / projectgroep)
- Composition of board of directors (Dutch: stuurgroep)
- Planning formal communication moments
- Interim evaluation moments (Helene Schepens, 2019) > in accordance with planning (milestones for example)
- Transparency in terms of communication & information sharing

5) Follow-up agreement (Dutch: vervolgovereenkomst)

- Agree upon potential follow-up agreements: roles & responsibilities in terms of development realisation and potential land transfer (positions) when milestones and goals of collaboration agreement have been accomplished.

6) Duration and interim termination of agreements

- Exit criteria: clarify when the partnership should come to an end

- An important agreement to be made: that the collaboration agreement can be terminated at all moments by one party (one-sided termination). Also agree on the following: if the parties don't manage to set-up and sign a follow up agreement by a certain date- the partnership will automatically be terminated.

7) Contractual position transfer

- (Dutch: overdracht contractpositie)
- No transfer of municipal's rights & responsibilities to third parties unless written consent is given by municipality

8) Exclusivity /confidentiality

- No Sharing of confidential information regarding the development project with third parties (e.g. end-users) unless permission is given by partnering party

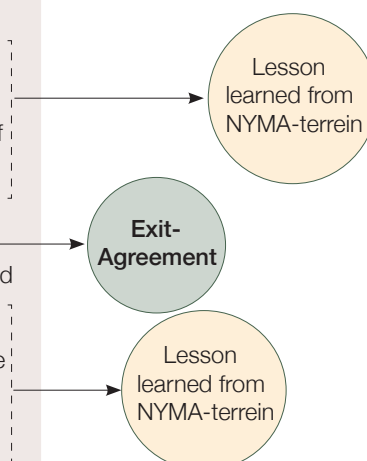


Figure 18. Example collaboration agreement set-up / table of content (Own ill.)

I. Selection criteria elements

The NYMA-terrein case study provided for the opportunity to personally study and explore the confidential tender documents of the NYMA-terrein development (set up by the municipality of Nijmegen and AKRO Consult). Specifically the selection criteria were discussed with Interviewee (2B), Interviewee (2A), and Interviewee (2C) during the semi-structure interviews. Figure 19, below, is based on the Uitvraagdocument Partnerselectie Ontwikkeling NYMA-terrein (2019) and the experiences of the interviewees. It is an example set-up- which could provide for a preliminary selection criteria example for future municipalities to use when organising partner-selection.

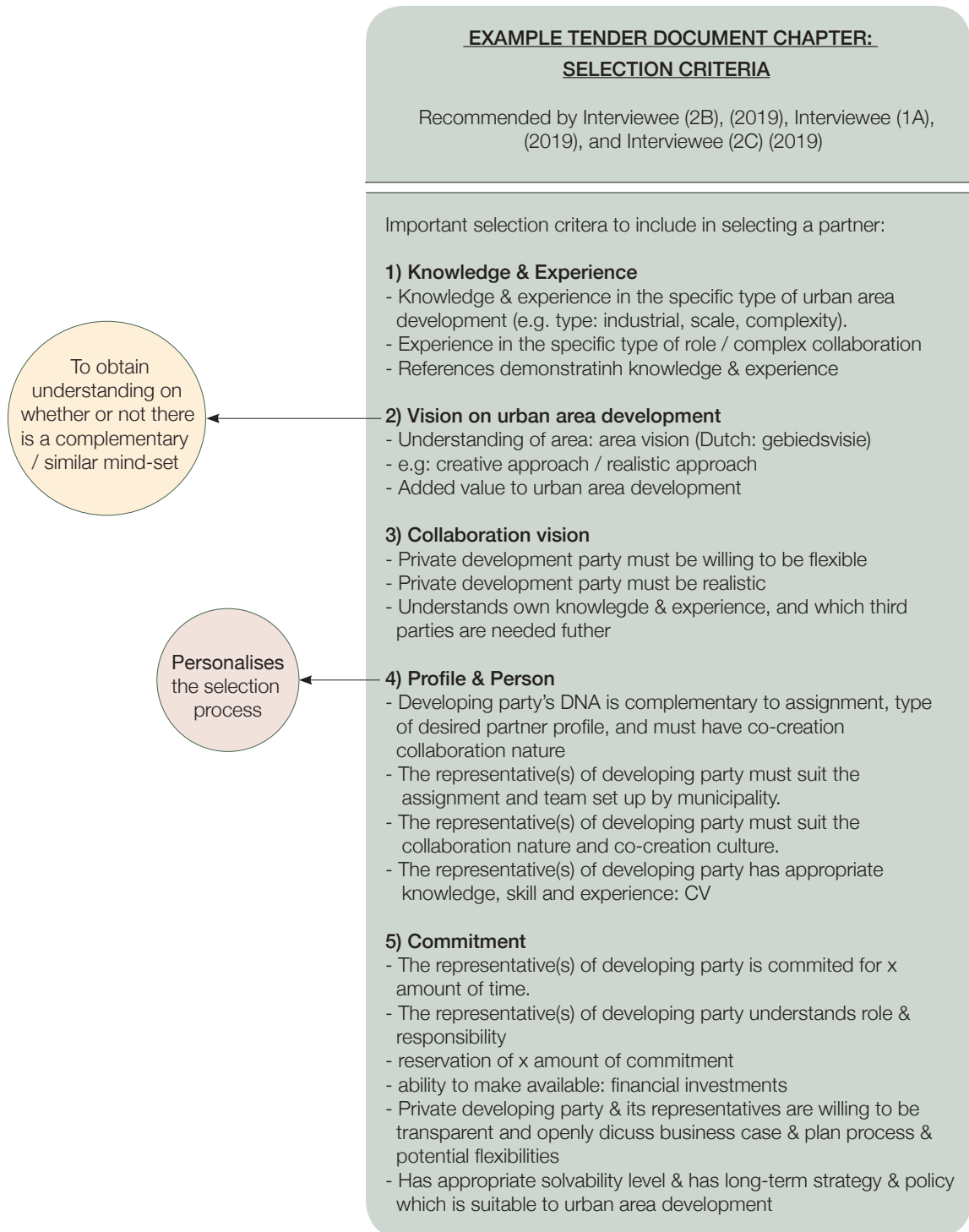


Figure 19. Example tender document chapter: selection criteria content (Own ill.)

J. Summary case study results

The in-depth case analysis resulted in an understanding of how the partner-selection process was carried out in practice. It also resulted in lessons learned and recommendations regarding the process events and elements, as well as the organisational, relational, financial and legal success factors necessary to formulate and preserve a successful partnership.

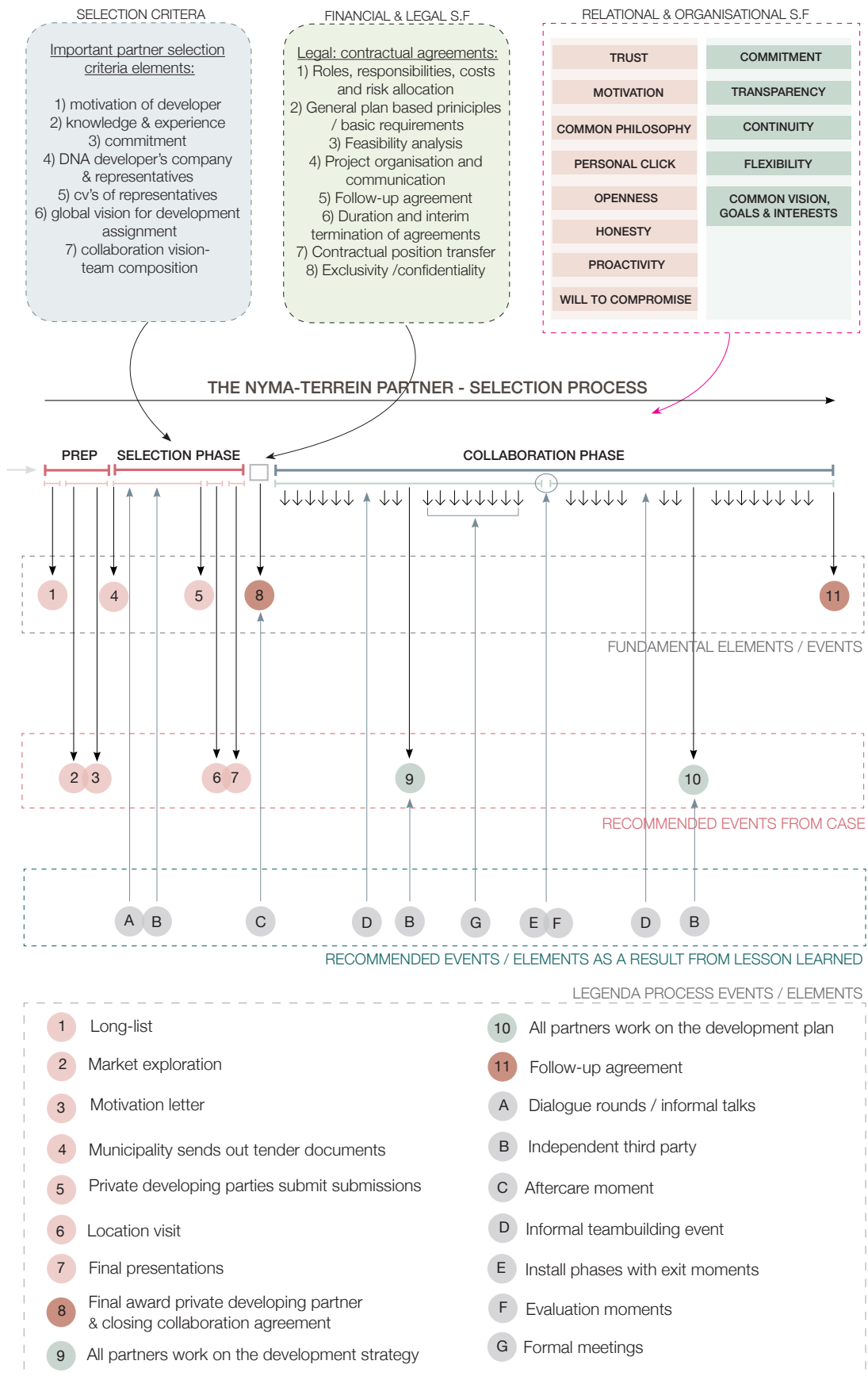


Figure 20. Case study summary, NYMA-terrein (Own ill.)

CASE 3

SMAKKELAARSVELD

9.3. CASE STUDY 3, SMAKKELAARVELD

A. Introduction

The Smakkelaarsveld case, is a municipal land development in Utrecht, which commenced in 2017 (the selection procedures). It is a development project located in the midst of the city center of Utrecht. The goal of the urban area development is to turn the current location, which in the past never had a real destination identity, into a highly qualitative, integral, and attractive area, with a diverse programme, including: residential housing, sport, leisure and relaxation facilities, as well as green roofs, restaurants and open public spaces. It is meant to become a space where people can meet and come to relax in the midst of the chaotic nature that comes along with the inner city (Gemeente Utrecht, 2018).

The highly complex nature of the urban area development, comes as a result of the area that it is located in: the stationsgebied, which is surrounded by many transportation connections (NS train tracks, tram tracks, etc). Additionally, the complexity also stems from the involvement of many stakeholders (Gemeente Utrecht, 2018). Furthermore, the municipality's high ambitions and budget neutral financial goals, lead to the ultimate decision made by the municipality- that it was in the best interest of the urban area development to find a private developing party who would not only develop and execute the plan, but who would also act as a collaboration partner. The municipality of Utrecht therefore set up a hybrid selection procedure in which the traditional plan-selection was combined with a partner-selection. The partner-selection was held as a pre-selection, in which three potential private developing parties were chosen strictly on the foundation of knowledge, experience, and motivation (of the private developing party and its key representatives who would act as direct partners to the municipality) (Wijtmans & Nederhof, 2019).



Image 3: Smakkelaarsveld (Bouwputrecht, n.d)

B. Data Collection

For the Smakkelaarsveld case, three semi-structured interviews were organised. The first interview was conducted with Interviewee (3A) and Interviewee (3B), whom are the representatives of the municipality of Utrecht. Interviewee (3A) and Interviewee (3B) were in charge of setting up and organising the partner-selection process, the following plan selection process, as well as the collaboration and realisation phase that followed.

The second interview was held with Interviewee (3C). Interviewee (3C) is the partner of Lingotto Development, which is the private developing party who won the plan selection following the partner-selection. Interviewee (3C) has been involved in the Smakkelaarsveld development throughout the partner-selection, plan-selection up until now- the collaboration phase.

The third interview was held with Interviewee (3D). Interviewee (3D) is a project developer at Lingotto Development. Together with Interviewee (3C), he has been involved in the Smakkelaarsveld development throughout the partner-selection, plan-selection up until now- the collaboration phase.

C. Reasoning behind the partner-selection implementation

The municipality of Utrecht decided to set up the pre-selection phase as a partner-selection because the urban area development was technically, conceptually and politically difficult to organise. Also, there were many involved stakeholders (municipality, the city, ProRail, Province, etc) involved whom all had an important say in the decision-making trajectory, making it an extremely complex situation (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (3C), 2019). Additionally, there was a motivation to reduce the upfront costs and invested time for market parties, as the municipality of Utrecht had previously been critiqued about costly and time consuming tender procedures.

Furthermore, Smakkelaarsveld was a 'we maken Utrecht samen' project, implicating that the residents of Utrecht also had a big say in what the identity of the place would be (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (3D), 2019). The results of the 'we maken Utrecht samen' project were only available after the pre-selection (partner-selection)- this was another reason for installing a pre-selection before the actual plan-selection, as the plan-selection needed the input of the 'we maken Utrecht samen' project (Interviewee (3A) & Interviewee (3B), 2019).

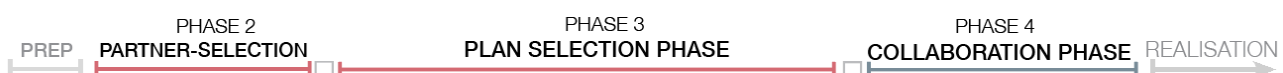
The municipality of Utrecht was also looking for a market party that could be a good partner, but most importantly had an open mind. This was a prerequisite as the municipality was looking for a developer whom was able to fully accept and integrate the input of the city into their future visions / plans. Also, the municipality was looking for a market party who could think in terms of the 'Why' instead of the 'What' (Interviewee (3A) & Interviewee (3B), 2019), this made the pre-selection in which partner-selection was carried out crucial.

Finally, Interviewee (3A) and Interviewee (3B) (2019) also admitted to organising a hybrid model (both partner and plan selection) as they felt a strong need to closely control the situation. The municipality of Utrecht was afraid of letting go of the traditional plan selection because they were worried that the developers were not able to guarantee budget neutrality without handing in a thought out plan. They needed a solid 'guarantee' before commencing a collaboration (Interviewee (3A) & Interviewee (3B), 2019).

D. Smakkelaarsveld partner-selection process

The data collected on the partner-selection process is categorised into two phases: the selection phase and the collaboration phase. The selection phase is considered as the partner-selection process in practice, and the collaboration phase is considered as the plan development / feasibility process in practice. Additionally, the process elements / ingredients will be referred to as events in the following paragraphs.

The Smakkelaarsveld development process was organised into five main phases, them being: 1) the preparation phase, 2) the partner-selection pre-selection (Dutch: voorselectie), 3) the plan selection phase, 4) the collaboration phase, and 5) the realisation phase. In accordance with the demarcation of this research, the partner-selection pre-selection is thoroughly explored. Additionally lessons learned are also extracted from the plan selection phase and the collaboration phase as the repercussions of organising a traditional tender after a partner-selection are interesting to analyse for further recommendations.



The partner-selection process started off with public registrations. The public registrations were open to every private developing party. The registrations resulted in twenty enrolments. The twenty private developing parties were then asked to submit a motivation letter (Dutch: sollicitatie brief). The motivation

letter included the following overarching criteria elements that private developing parties had to address (Interviewee (3D), 2019; Interviewee (3C), 2019): 1) the DNA of the private developing party and key participating representatives, 2) team composition 3) structural commitment (both company and representatives), 4) profile and personal competences, 5) references (that showed the private developing party's experience and knowledge in terms of complex projects as well as complex financing structures, and 6) an inspirational reference. Interviewee (3A) refers to the partner-selection as a 'sollicitatie procedure'. The motivation letter was followed up with a one-on-one interview in which the municipality had the opportunity to ask the private developing parties further questions ('why') about their motivation letter. It also provided for the opportunity to get to know the private developing parties on a more personal level. Subsequently, three developing parties were chosen as potential partners. These three parties then entered the plan selection phase.

The plan selection phase can be compared to a design process. In this phase the following design steps were taken: 1) vision, 2) sketch development design (Dutch: schets ontwerp, SO), and 3) prototype development design (Dutch: voorlopig ontwerp, VO). The design process was carried out by each private developing party individually, with the guidance of dialogue rounds- wherein municipalities, and the 'stadstenderteam' could give feedback as well as answer questions concerning the development and municipal tender documents. Following the finalisation of the prototype development design, a private developing party was chosen (who had the best VO) as the developing 'partner' with whom the municipality of Utrecht would continue into the collaboration phase. In the collaboration phase, the definitive development design (Dutch: definitief ontwerp, DO) was (and still is) constructed by the winning private developing party together with the municipality of Utrecht. This public private collaboration was set in stone with a bilateral development agreement (Dutch: bilaterale ontwikkel overeenkomst).

The collaboration process is currently in full swing, as the definitive developing design is constructed. When the definitive development design is finalised and approved by the municipal board, a follow-up agreement will be signed, in which (if according to plan) a land transfer is agreed upon. When this is done, the realisation of the development design (plan) will be initiated.

The illustrated process model seen below (figure 21) illustrates the partner-selection process (the partner-selection phase, the plan selection phase, and the collaboration phase). The illustration is an event-based process model. Note, it is not a time-line as the illustration is not bound by a time framework. This is done because it is not based on a timeline, but instead, a sequence of events. In practice, the preparation, selection, and collaboration phases take longer or shorter than planned. For matters of simplicity, this was not taken up on this framework.

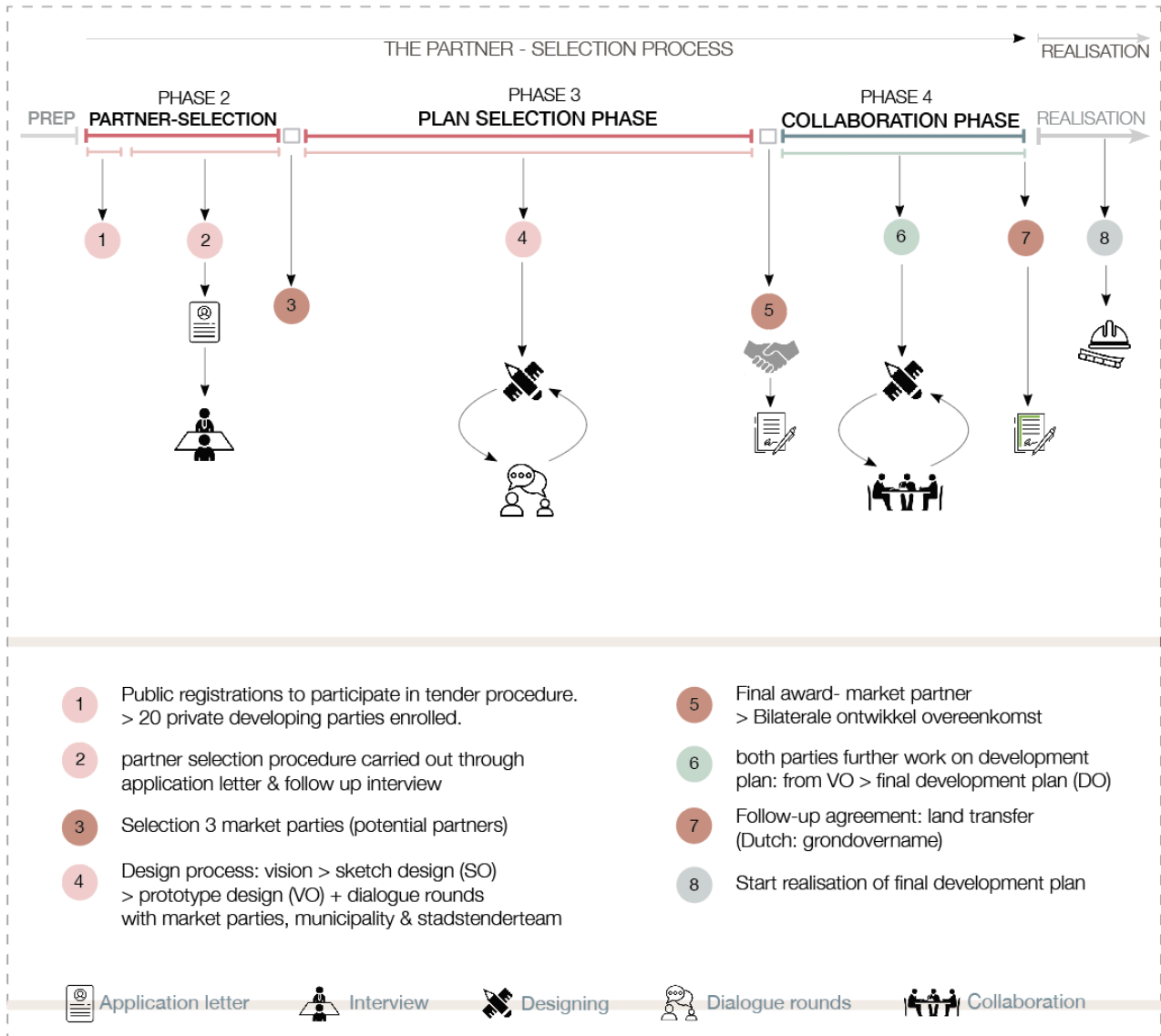


Figure 21. Smakkelaarsveld hybrid process (Own ill.)

E. The Smakkelaarsveld Partner-selection: lessons learned and interviewee advice

The Smakkelaarsveld partner-selection process is currently at the end of the collaboration phase. However, as the selection method was a hybrid model, the lessons learned are mainly extracted from the partner-selection pre-selection phase, as well as the experience and knowledge of the interviewees. The table below (table 8), presents all lessons learned obtained from Interviewee (3A) & Interviewee (3B) (municipality of Utrecht), and Interviewee (3C) & Interviewee (3D) (private developing party). The lessons learned are divided into five categories: 1) why partner-selection, 2) event-based advice, 3) overall lessons learned, 4) selection criteria, 5) crisis proof, and 6) barriers and risks. Further explanations about the lessons learned can be found in Appendix 5.

MUNICIPALITY OF UTRECHT
(INTERVIEWEE (3A) & INTERVIEWEE (3B), 2019)

PRIVATE DEVELOPING PARTY, LINGOTTO
(INTERVIEWEE (3C) & INTERVIEWEE (3D), 2019)

WHY
PARTNER-
SELECTION

- The Smakkelaarsveld urban area development was technically, conceptually and politically complex.
- There were also many stakeholders involved, making it more difficult to organise.
- It was also a 'we maken utrecht together' project, so the residents of Utrecht also had a say. The results of the project also came in late, which is also a reason for a pre-selection.
- Municipality of Utrecht was also looking for a private developing party who understood the 'why' behind their visions, requirements and ambitions- therefore partner-selection
- A Hybrid model was chosen as municipality wanted to remain in control as they required budget neutrality. They were afraid of letting go of the wheel, so no entire partner-selection

Not Discussed due to time constraints

EVENT-BASED
ADVICE

- Incorporate an **interview moment** during the selection phase.
 - > It provides for an opportunity in which municipalities can find out, in person, whether or not the private developing party suits their desired partner-profile. It allows for a moment in which further questions can be asked about the motivation letter (handed in prior to interview).
- Build in frequent **evaluation moments** during collaboration phase
 - > provides opportunity in which parties can re-evaluate the organisational structure. Important when collaboration is not going according to plan or is inefficient.
- Interviewee (3A) & Interviewee (3B) both advocate installment of a **relationship coach**- who manages the collaboration in terms of soft aspects, such as: behavior, trust, and attitude.
 - > Involve a relationship coach when the collaboration is facing obstacles.
- Also, the involvement of an **external process manager** who is unbiased, takes care of the process, and guards agreed upon mutual goals, ambitions & norms, is also recommended.

- The **dialogue rounds** during the plan-selection phase is hugely endorsed by Interviewee (3C). It provided for an opportunity in which private developing could ask questions about the municipal tender documents, as well as get feedback from the municipality. Interviewee (3C) recommends dialogue rounds for in a partner-selection also. Tip: for it to be more useful, municipality should be critical and transparent about their thoughts and opinions.
 - > Also, essential to make sure that a level playing field is preserved
 - > Disadvantage: dialogue rounds could lead to long discussion, which are not yet desirable so early on in the process.
- *'Partner-selectie moet ook niet ordinair uitronden op een prijs-selectie' & 'het gevoel dat je krijgt wanneer je het meeste geboden hebt, is een vervelend gevoel, waardoor je minder sociaal wordt'* - Interviewee (3C)
- **Informal team building** events are crucial, e.g.: team excursion.
 - > Should be organised with a purpose: organise it during difficult times in terms of collaboration or development obstacles.
- **One-on-one interviews** also recommended during the selection phase as it allows for the opportunity in which both parties can see whether or not (on first sight) they could potentially be partners.
 - > *'Het juiste gevoel moet vanuit beide kanten komen'* -(3C)

OVERALL LESSON LEARNED

- 'Durf de juristen thuis te laten!'
- **Municipality** should also be **willing** & systematically **capable** of putting a municipal land development on the market which is not buried in detailed requirements, rules and ambition
 - >This requires municipalities to dare **to let go of entire control**

- The **plan-selection** (traditional method) that followed the partner-selection (pre-selection) was **critiqued** by Lingotto & other participating developers. It defeated the point of the partner-selection.
- Through installing **competition**, market parties are challenged, which can bring about better plans. However, in case of partner-selection, the competition should be installed through incentives. E.g.: through **financial incentives**.
- Interviewee (3C) stresses that **working together** with the municipality **straight away** on the **prototype design** and **final design** opts for much **better results**.
- Interviewee (3C) also repeatedly mentions that **municipalities** can **avoid inviting** as well as choosing non-suitable **private developing parties** through doing their **own research** on developer's references, and through **exchanging lessons learned** amongst their colleague municipalities - this could also install an extra dimension of trust
- Also, **both parties** must be **equally committed** to one another as well as the collaboration culture despite political changes: contractually agree upon this.
- Partner-selection is a **new phenomenon**, implementing a **hybrid model** is a good start when municipalities are reluctant & afraid

LESSON LEARNED
SELECTION
CRITERIA

- Important to **objectify the subjectivity** of a partner-selection as much as possible. This can be done through **installing many people** on the **selection committee**. In this case, 15 people read and scored the motivation letter through ranking them from best to worst.
- Also, it is essential to **weigh out** the **subjectiveness with objective criteria** such as: references & inspiration projects
- Additionally, creating a desired partner profile using **desired market party competences** helps objectify the preferred partner

Not Discussed due to time constraints

BARRIERS &
RISKS

- A major barrier to overcome is the **distrust** between private & public parties. According to Interviewee (3B), the distrust stems from: 1) developers often making unrealistic plans leading to developers not developing what was promised, 2) the idea that market parties are only out for high profit margins

- Interviewee (3C) mentions that distrust is often seen as a bigger barrier to the municipality than the private developing party. He says that its the job of the developer to be able to handle it.
- Another barrier is the excessive number of tender documents. Market parties run the risk of forgetting something, and then being penalised because of it works as an obstruction of trust

F. Organisational & relational success factors

The following organisational & relational success factors were explicitly described by Interviewee (3A), Interviewee (3B) (2019), and Interviewee (3C) (2019) as the essential factors needed for the formation and continuation of successful partnerships between the private developing partner and the municipality. The success factors: commitment, transparency, communication, trust and common philosophy, obtained from theory, were confirmed by Interviewee (3A) and Interviewee (3B). The success factors: commitment, flexibility, continuity, mutual understanding, control, motivation, openness, personal connection, non-judgemental, creativity and optimism. These additional success factors proposed by Interviewee (3A), Interviewee (3B), and Interviewee (3C) which thereby enrich theory. Methods of obtaining the success factors during the partner-selection process were also discussed and can be found below conjointly. Further explanations about the success factors can be found in Appendix 5.

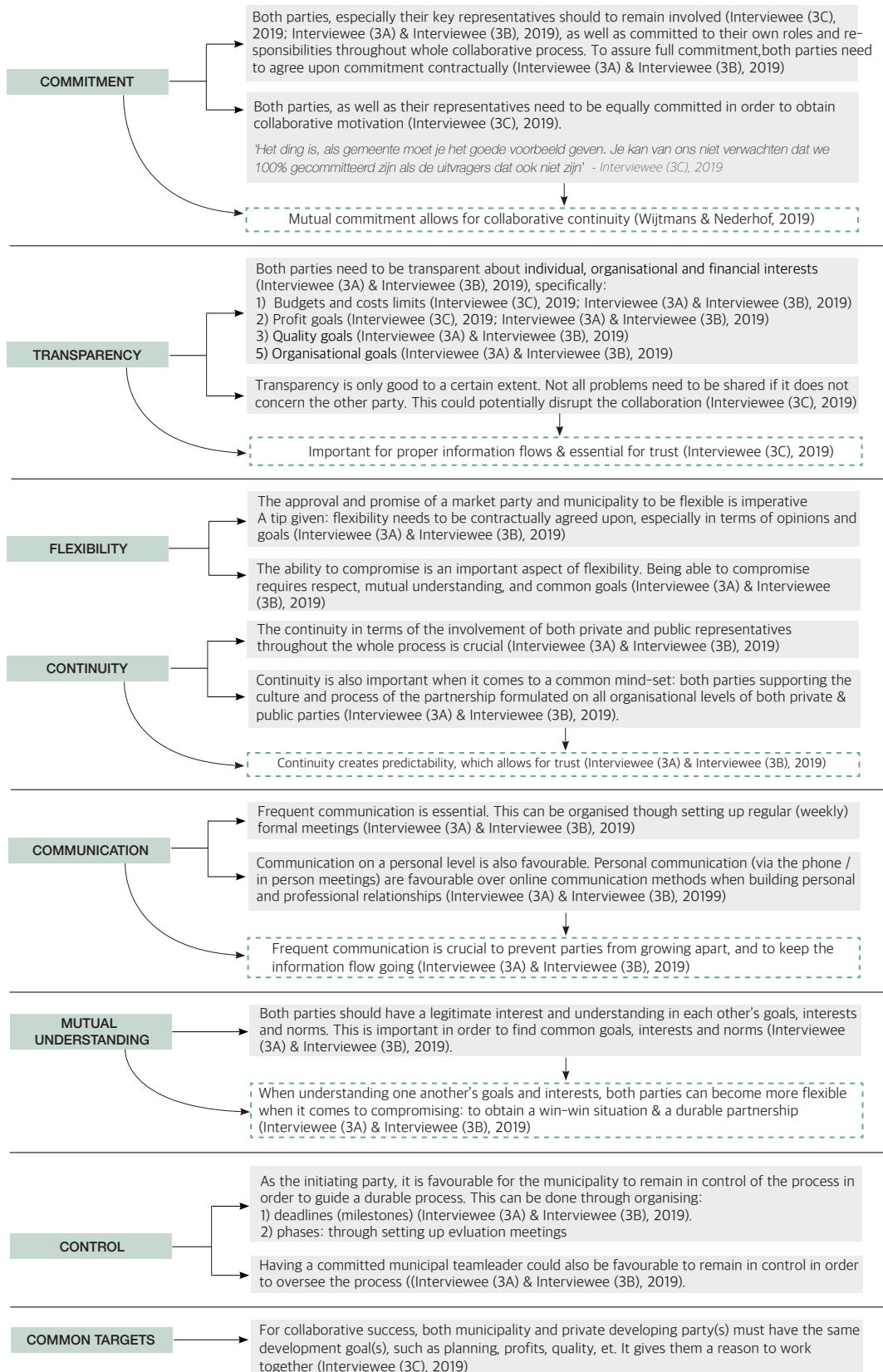


Figure 22. Organisational success factors (Own ill.)

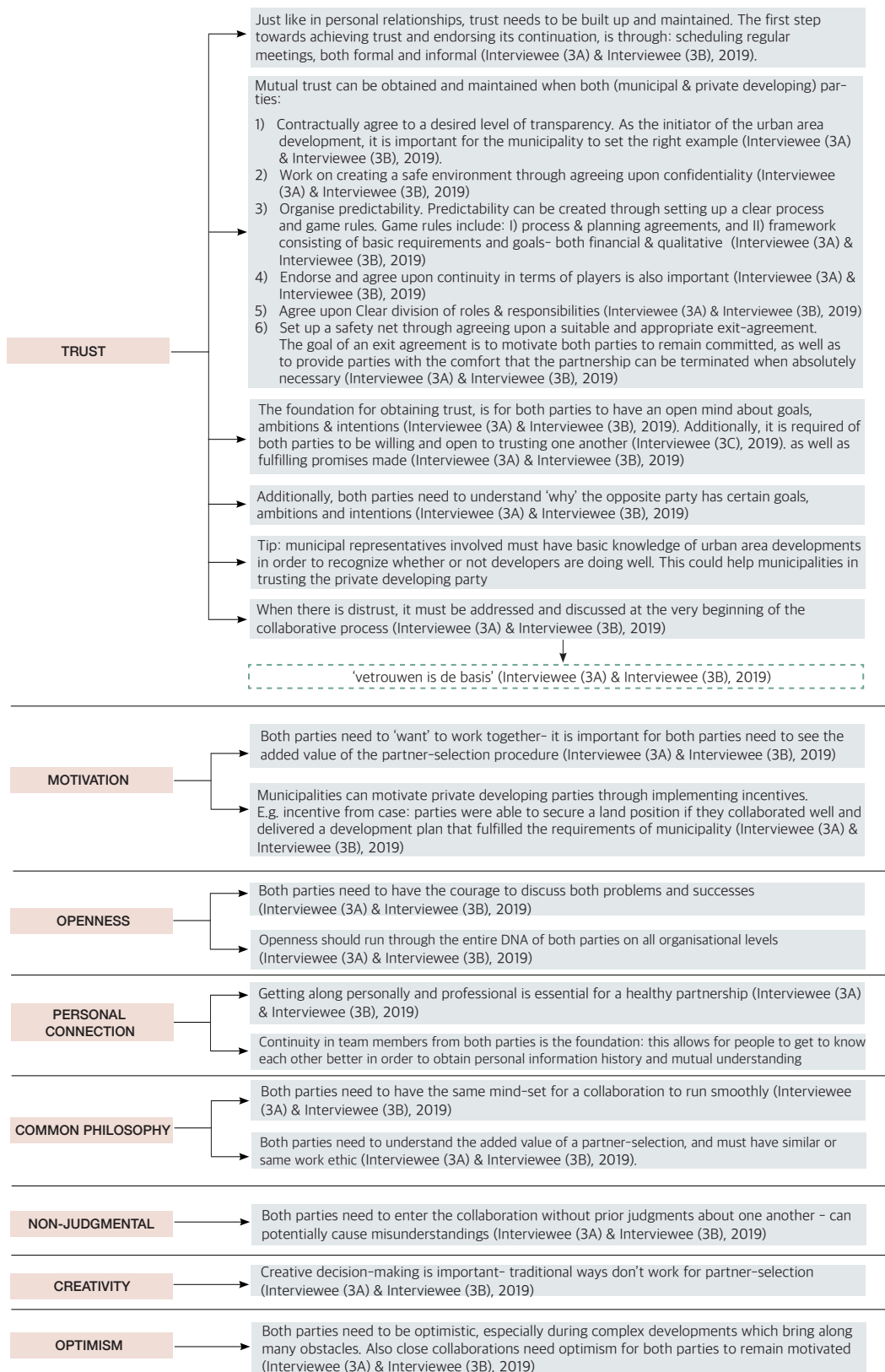


Figure 23. Relational success factors (Own ill.)

G. Financial & Legal success factors

The following financial & legal factors were explicitly described by Interviewee (3A), Interviewee (3B), Interviewee (3C) and/or Interviewee (3D), as essential factors that are needed for the formation and continuation of successful partnerships between real estate developer and municipality. The success factors were either confirmed or proposed by Interviewee (3A), Interviewee (3B), Interviewee (3C) and/or Interviewee (3D). Methods of obtaining the success factors were also discussed and can be found below conjointly.

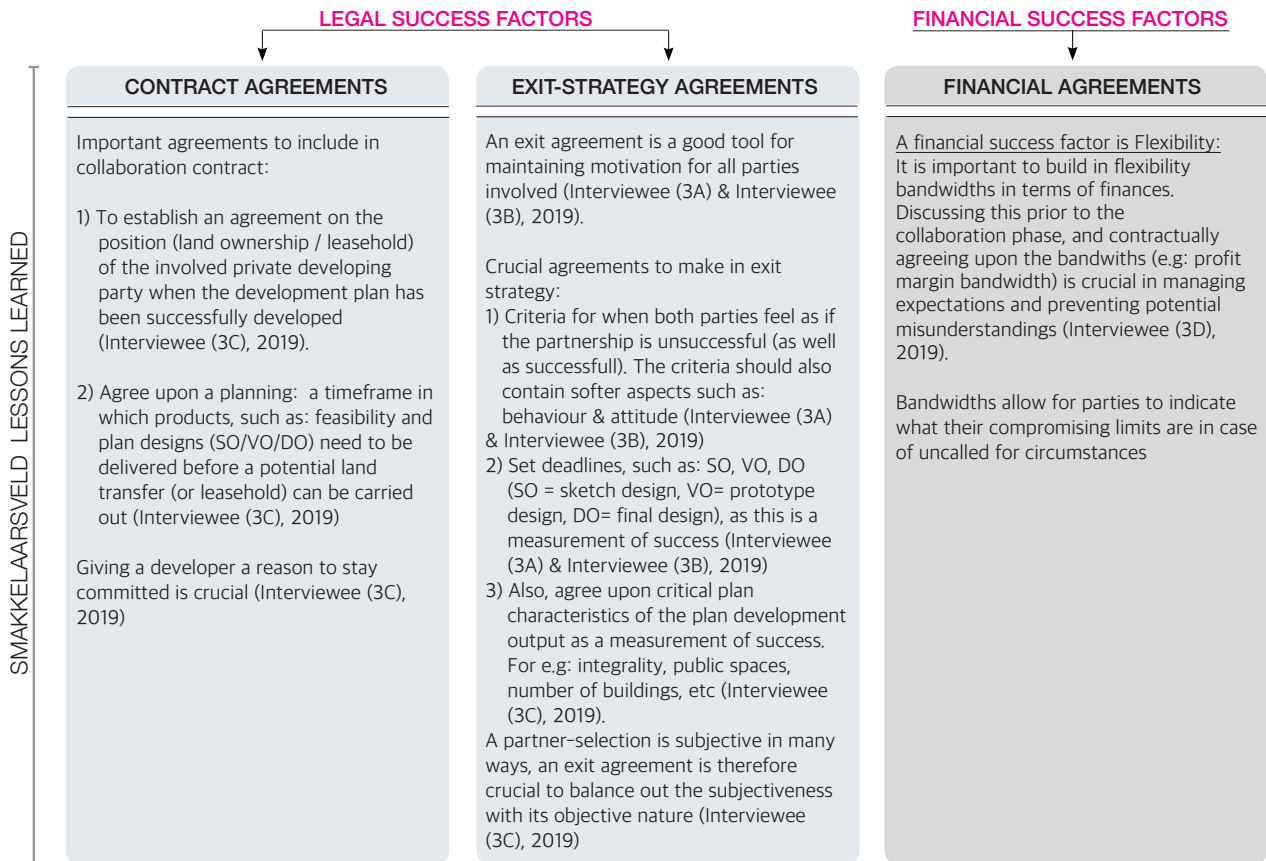


Figure 24. Financial and legal success factors (Own ill.)

H. Summary case study results

The in-depth case analysis resulted in an understanding of how the partner-selection process was carried out in practice. It also resulted in lessons learned and recommendations regarding the process events and elements, as well as the organisational, relational, financial and legal success factors necessary to formulate and preserve a successful partnership.

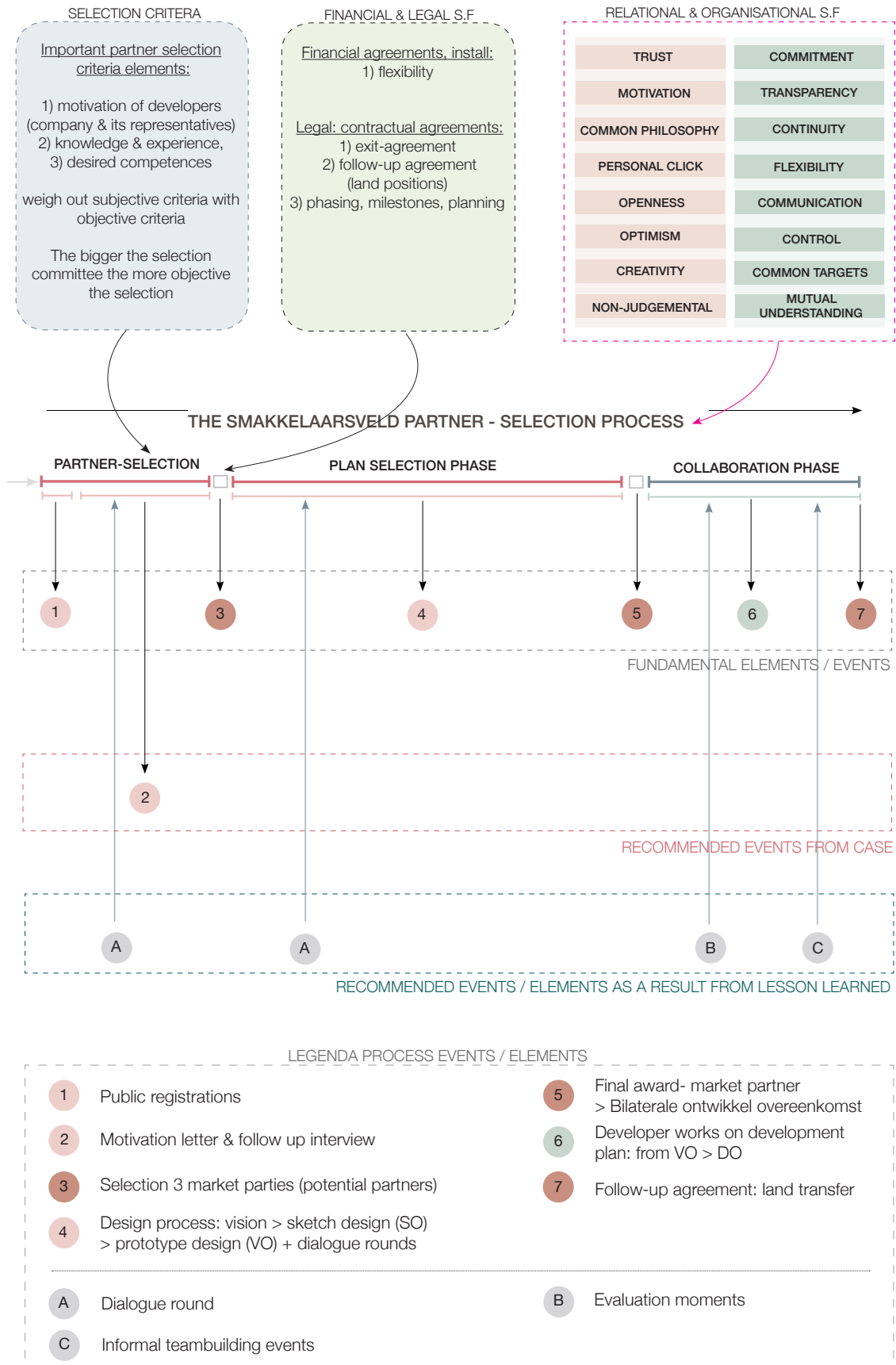


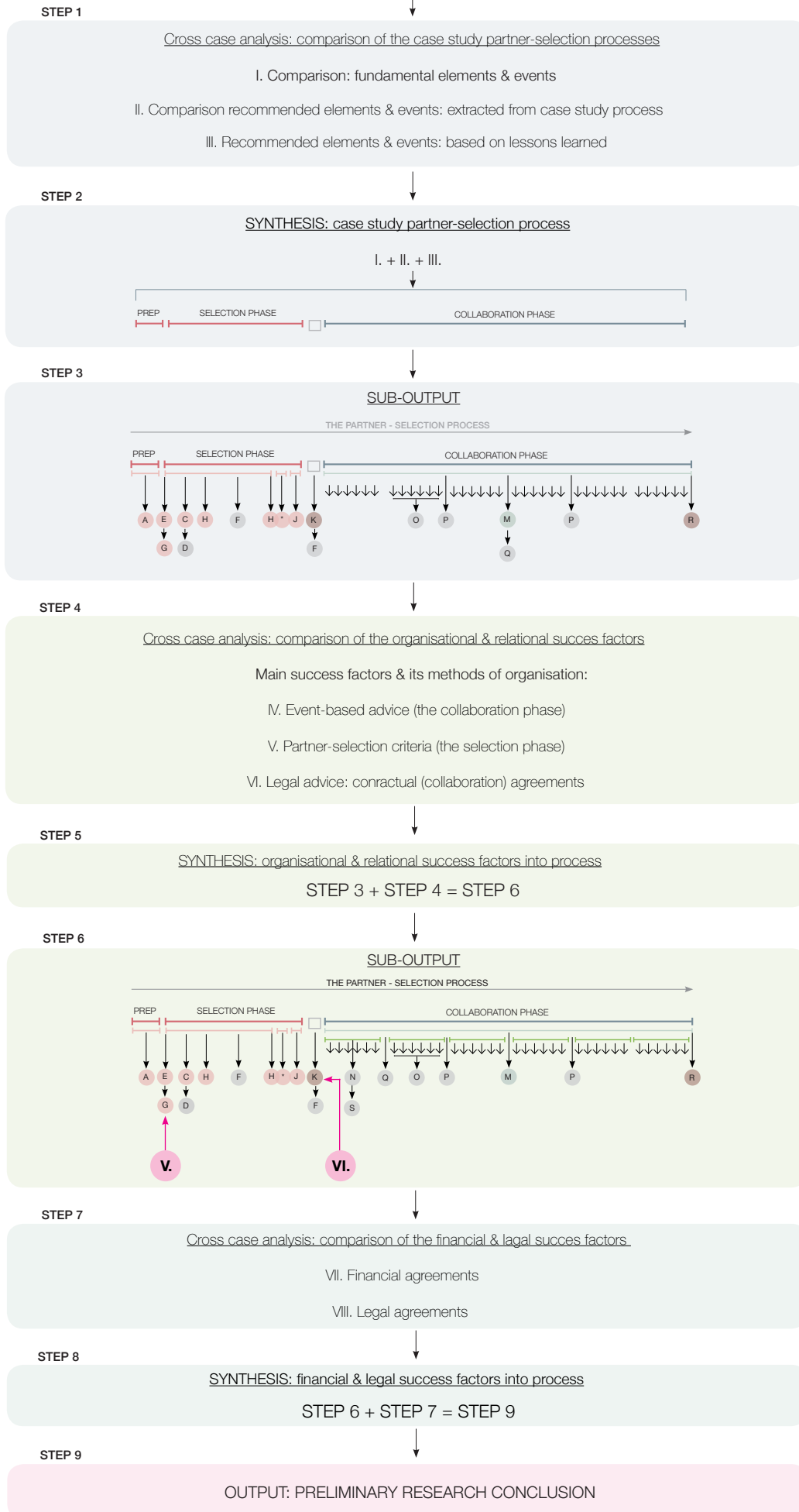
Figure 25. Case study Summary, Smakkelaarsveld (Own ill.)

SYNTHESIS & ANALYSIS

CROSS-CASE ANALYSIS

**SYNTHESIS:
CROSS CASE-ANALYSIS**

Figure 26. Method



10. CROSS CASE ANALYSIS & SYNTHESIS

10.1. Cross-case analysis

Both the literature studies as well as the case studies provided for an extensive insight into how the partner-selection process could potentially be set up in practice. As the partner-selection tender method is a new phenomenon, the case study results in particular were useful in acquiring knowledge on how to design a partner-selection process. From the case studies, interesting lessons learned were obtained concerning which process events and elements are important to organise in order to obtain successful partnerships. Additionally, lessons learned were also acquired regarding the overall process, and the barriers and risks that the partner-selection tender method is currently facing in practice. Furthermore, the success factors, in particular the organisational and relational factors were explored further, in which the success factors found in theory were confirmed and enriched. Additionally, the financial and legal success factors, as well as the corresponding essential agreements (that act as a foundation for the partnership) were also explored.

In order to create an overview of the lessons learned, this chapter examines and compares the results obtained to find similarities and differences. The similarities are then used to conclude the main lessons learned. These lessons learned are then used as input for the partner-selection event-based process model, which in turn is used as input for the expert panel. The expert panel is a research method in which professional experts from practice evaluate and validate the proposed partner-selection event-based process model by means of discussion in order to obtain professional feedback. The results of this session have been documented and can be found in chapter 11.

The method of approach regarding chapter 10, can be found in figure 26. It serves as a readers guide. The legend from figure 30 also belongs to figure 26, 27, 28, 29, 30, 31, 32, 33, and 34.

10.2. Cross case analysis: comparison of the partner-selection processes

In this paragraph, the partner-selection processes of the three researched case studies are compared. Both the similarities and differences will come to light in order to be able to draw conclusions. The comparison of the three partner-selection processes will be done through comparing 1) the fundamental events and elements (the basic elements and events that are fundamental for all partner-selection processes), 2) the recommended events and elements from the cases (the events and elements that were organised in the case and were advised to organise again), 3) the recommended events and elements as a result from the lessons learned (events and elements that were not organised in the processes of the three cases, but were advised as a result of the lessons learned).

The comparisons will be made between the selection phase and the collaboration phase of the NYMA-terrein and RijswijkBuiten case, as well as the pre-selection phase of the Smakkelaarsveld case (as the rest of the Smakkelaarsveld process was carried out as a traditional plan-selection- hybrid model)

10.2.1. Comparison fundamental process elements & events

A. Similarities

The RijswijkBuiten and the Smakkelaarsveld selection processes both started off with public registrations (E) following the preparation phase. Both public registrations went hand in hand with the distribution of tender documents (G)- sent out by the municipality to the participating private developing parties. In both the RijswijkBuiten case and the NYMA-terrein case, the participating private developing parties worked on formulating an 'answer' to the tender documents, which were then submitted to the municipality as official submissions. Based on the submissions (as well as other factors), the municipality made a definitive decision on which private developing party would be chosen as the winning partner- the final award. The final award went hand-in-hand with the official closing (signing) of the collaboration agreement by both parties (prior to the commencement of the collaboration phase). Finally, following the collaboration phase, the municipality and the private developing party closed a follow-up agreement in order to commence realisation. In terms of fundamental elements, the Smakkelaarsveld case is not comparable to the other two cases due to its hybrid model.

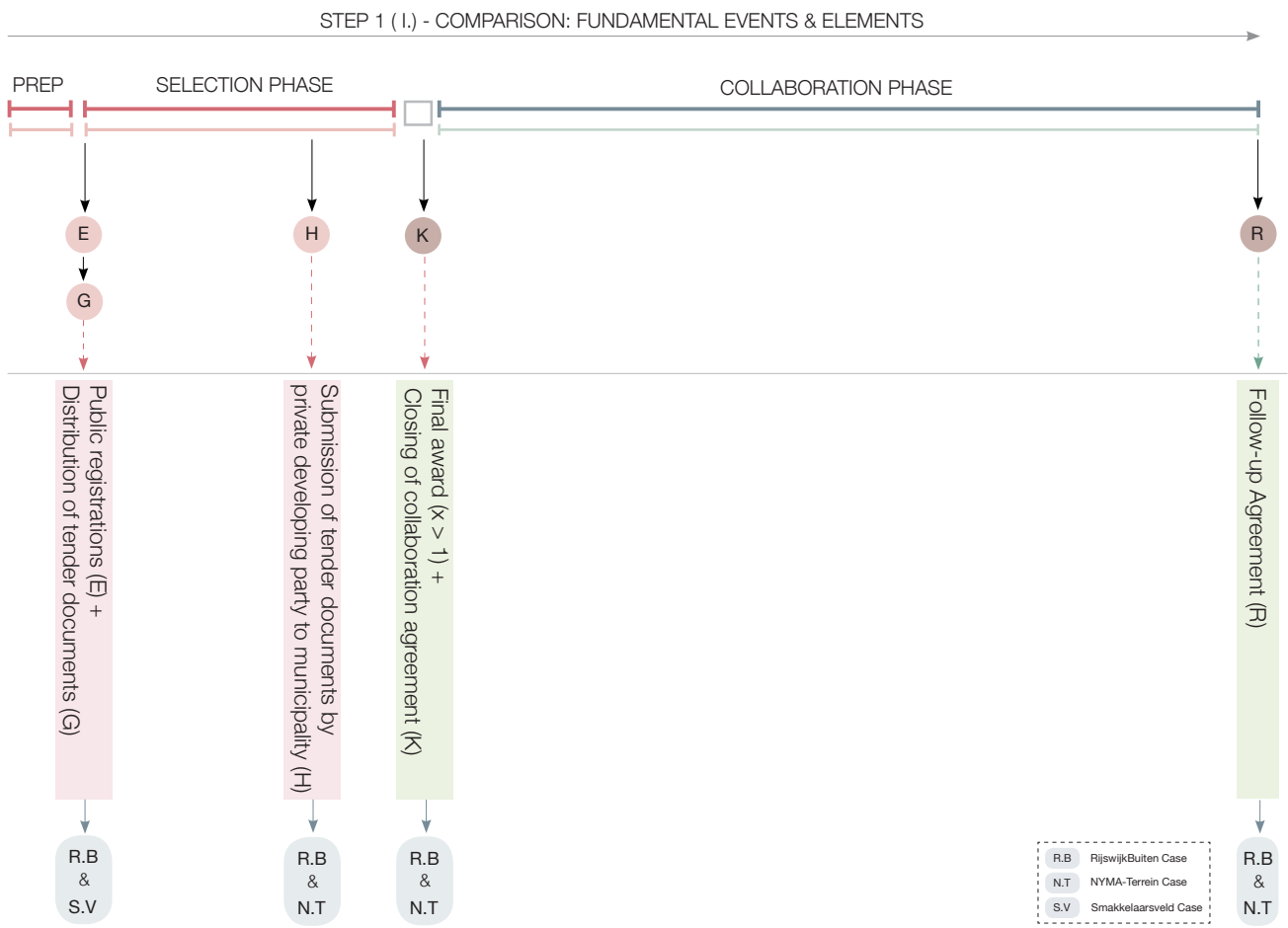


Figure 27. comparison: fundamental events & elements (Own ill.)

B. Differences

In the NYMA-terrein case, the municipality, accompanied by the quartermaster and set-up a long-list (B) of potential private developing party candidates attained from their own network, instead of opening up public registrations.

10.2.2. Comparison recommended elements & events: extracted from case study process

A. Similarities

In both the RijswijkBuiten and the NYMA-terrein case, a market exploration (A) was recommended due to the positive experiences obtained from the perspective of the involved municipalities and the participating private developing parties. The added value of the market exploration regarded an understanding of whether or not the private developing parties: 1) were willing to extensively collaborate with the municipality

as partners, 2) had similar and/or complementary mind-sets regarding the urban area vision, 3) what role they were willing to take on, and 4) how committed they were willing to be. A motivation letter (C) was also a strong recommendation given by interviewees of both the NYMA-terrein and the Smakkelaarsveld case, as it allowed private developing parties to present their professional as well as personal motivation. The final presentations (J) were held in all three cases. However, the interviewees of the NYMA-terrein case and the RijswijkBuiten case were critical in regards to the final presentation and recommended the final presentations to be organised in a more informal manner- for example, as a dialogue round, or an informal talk. Also, the extensive collaboration (M) in which both the municipality and the private developing parties work together as partners during the collaboration phase is was hugely appreciated by the involved parties of both the NYMA-terrein case and the RijswijkBuiten case. The involved parties were all advocates of co-creation, and understood the added value of working together as a team in complex urban area developments. For further in-depth explanation, see Appendix 2.

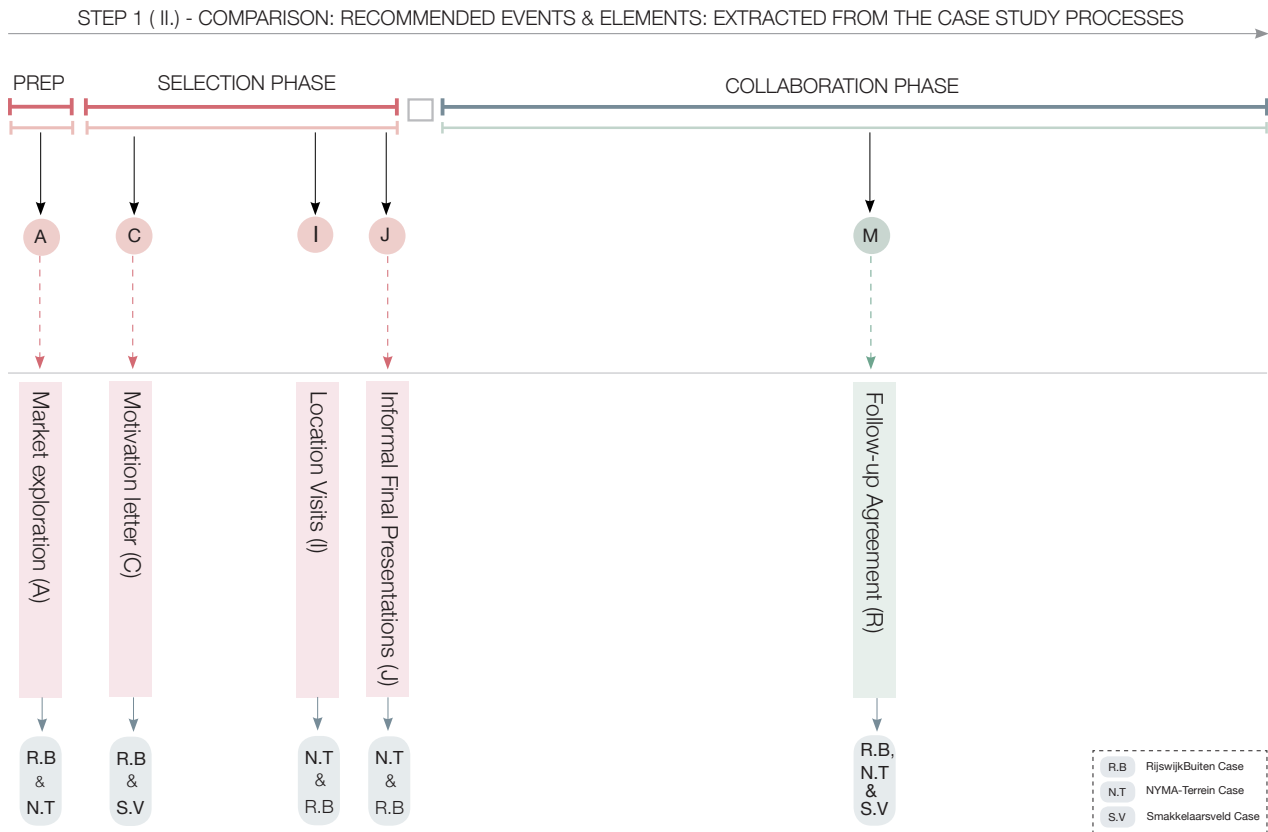


Figure 28. comparison: recommended events & elements: extracted from the case study processes

B. Differences

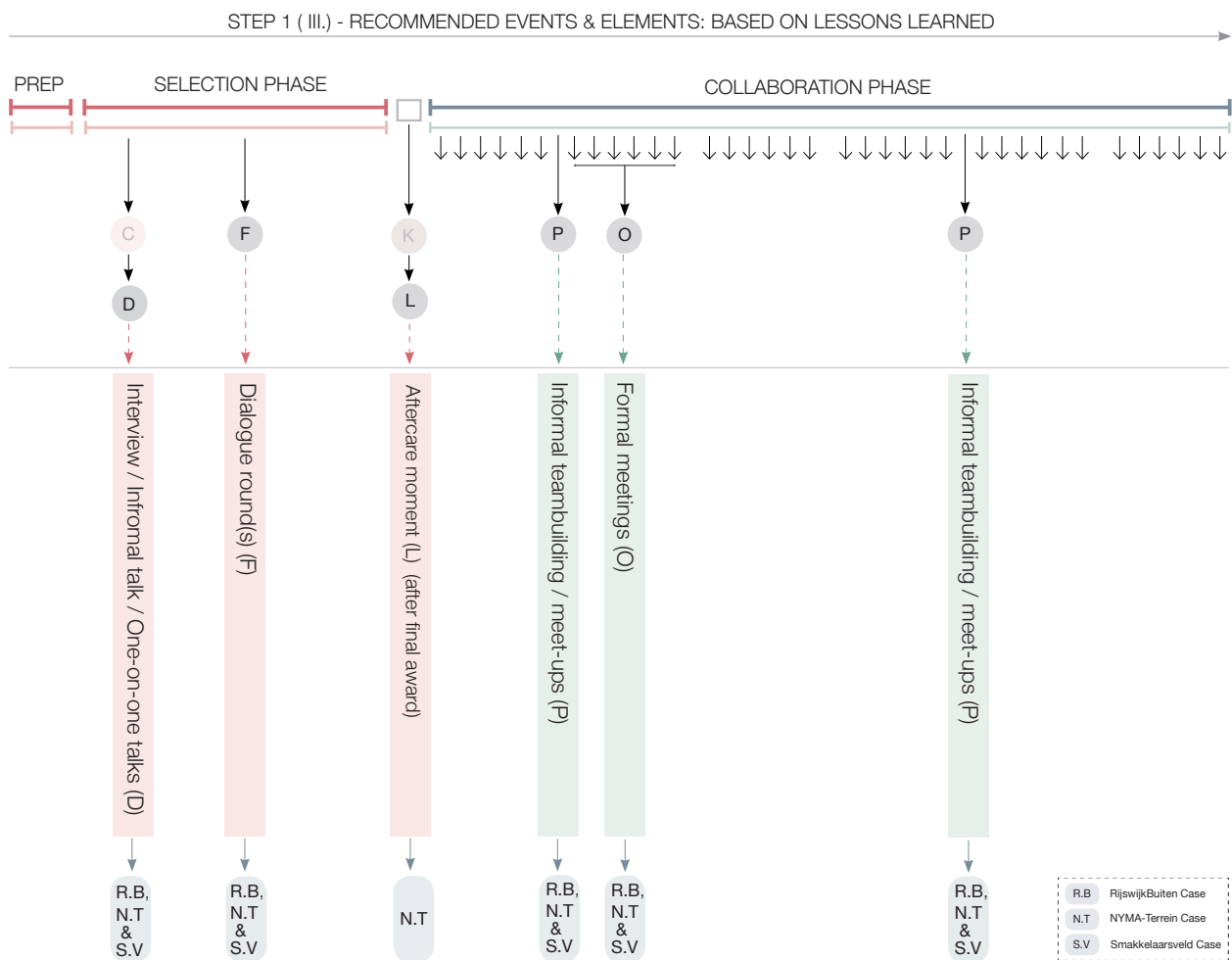
In the Smakkelaarsveld case, an interview (D) was held after the submissions of the motivation letters by the participating private developing parties. This was highly recommended by the municipality of Utrecht, as it allowed for the opportunity in which further questions about the motivation letter could be asked. In the NYMA-terrein case this did not happen. However, after the official partner selection documents were submitted by the private developing parties, the municipality visited a reference location (I) of the participating private developing parties- this allowed for a moment in which further questions could be asked about the submissions. This location visit was followed by a second moment in which further questions could be asked- the final presentations. So there is a difference in events organised. *However, the similarity lies in the reasoning behind the events, which is to organise an event after an official submission by the private developing party which is dedicated to giving the municipality the opportunity in obtaining further insights into the submissions as well as the intentions of the private developing parties.*

10.2.3. Recommended elements & events: based on lessons learned

From all the three cases, the interviewees advised the instalment of dialogue rounds (F) during the selection phase, as it allows for the opportunity in which private developing parties can ask the municipality questions concerning the tender documents and the respective criteria elements. Also, it gives the municipality the ability to explain the 'why' behind certain municipal requirements and ambitions.

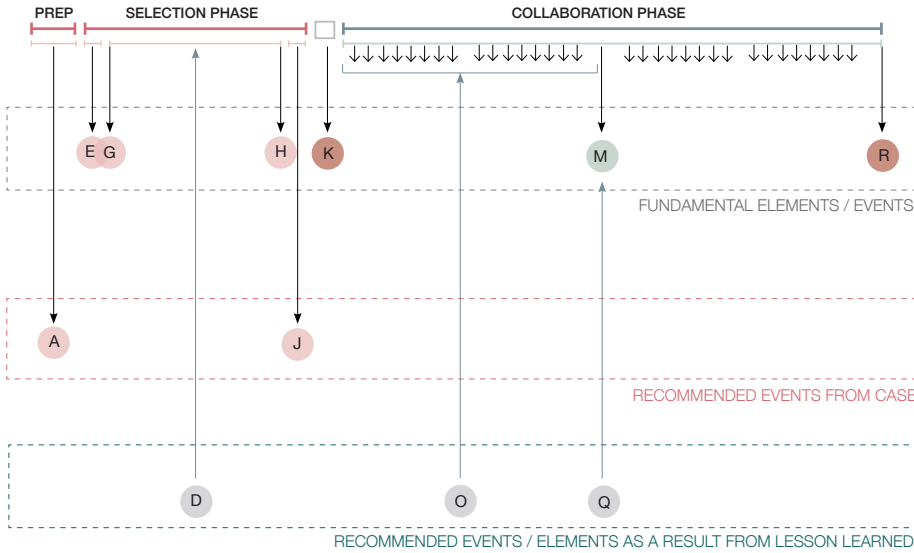
Additionally, the results of the RijswijkBuiten case and the NYMA-terrein case showed that the municipality recommended the organisation of one-on-one talks / get to know each other moment (D) during the selection phase. The one-on-one talks provide for the opportunity in which the municipality and the participating private developing parties can get to know one another on a more personal level (in terms of attitude, behaviour and personal connection) prior to the final selection- instead of a moment in which only questions can be asked regarding the submissions. Moreover, an aftercare moment (L) was also advised by an interviewee of the NYMA-terrein case. Municipalities must handle their decision with care and take the time to explain why the losing parties lost as the selection process is very personal.

Frequently scheduled formal meetings (O) were encouraged by interviewees from all three cases, as it provides for regular moments in which both parties can update one another on the progress made, as well as build up a professional relationship. Informal teambuilding (P) events were also recommended by interviewees from all three cases. They mentioned the benefits in terms of building up personal relationships amongst the involved parties. Furthermore, organising frequent evaluation meetings (Q) were also suggested as they provide for the opportunity in which both parties can address the problems and successes as well as re-evaluate and adjust the development content and the collaboration nature when deemed necessary. Moreover, an independent third party (S) was also recommended by all interviewees of the NYMA-terrein case. For example a process manager- who is unbiased, takes care of the process, and guards the agreed upon mutual goals, ambitions and norms. The process manager should be hired during important negotiation moments (financial negotiations, final selection, evaluation meetings, etc). Process manager must understand both the municipality's perspective as well as the private developing party's perspective. For further in-depth explanation, see Appendix 2.

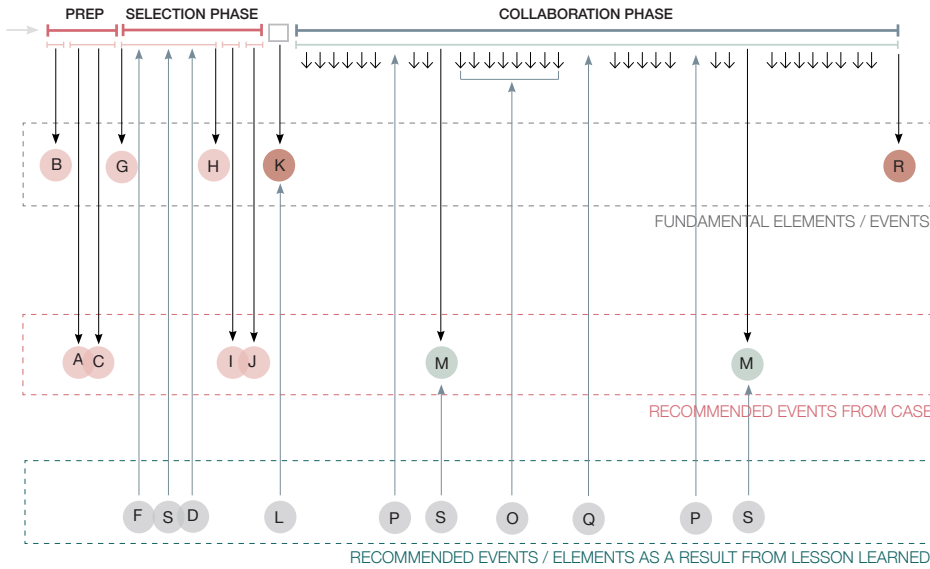


The figure below, figure 30, illustrated the comparison between all the three case study partner-selection processes. Each element / event mentioned in §10.2.1, 10.2.2, 10.3.3, are shown below. The configuration of each element / event is also clarified through figure 19, below.

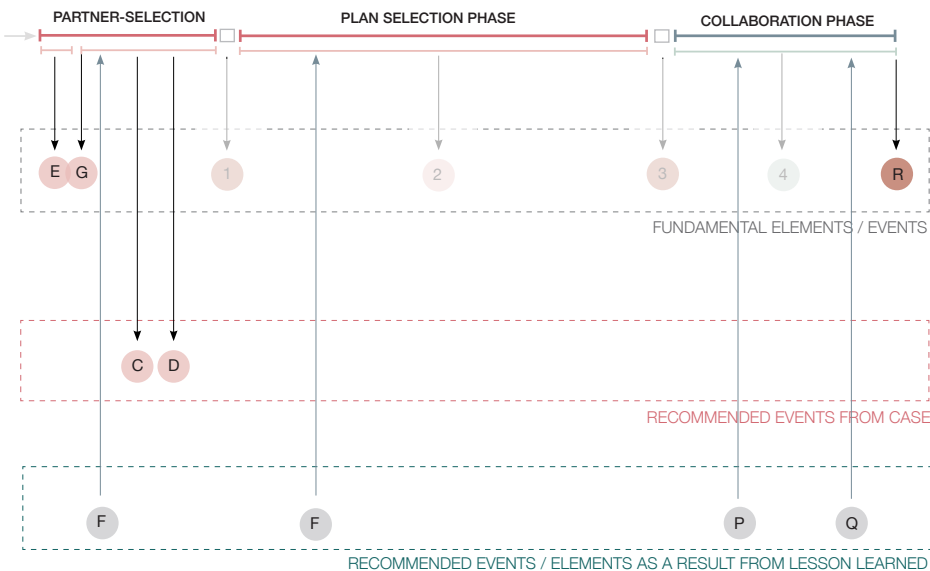
THE RIJSWIJKBUITEN PARTNER - SELECTION PROCESS



THE NYMA-TERREIN PARTNER - SELECTION PROCESS



THE SMAKKELAARSVELD PARTNER - SELECTION PROCESS



LEGENDA PROCESS EVENTS / ELEMENTS

- A Market exploration
- B Long-list
- C Motivation letter
- D Interview / informal talk / One-on-one talks
- E Public registrations
- F Dialogue rounds / informal talks
- G Municipality sends out tender documents
- H Private developing parties submit submissions
- I Location visit
- J Final presentations
- K Final award private developing partner & closing collaboration agreement
- L Aftercare moment
- M Both parties further work on development plan
- N Install phases with exit moments
- O Formal meetings
- P Informal teambuilding event
- Q Evaluation moments
- R Follow-up agreement
- S Independent third party

LEGENDA NON-PARTNER SELECTION PROCESS EVENTS / ELEMENTS

- 1 Selection 3 market parties (potential partners)
- 2 Design process: vision > sketch design (SO) > prototype design (VO) + dialogue rounds
- 3 Final award- market partner > Bilaterale ontwikkel overeenkomst
- 4 Developer works on development plan: from VO > DO

Figure 30.(Own ill.)

10.3. Synthesis: case study partner-selection processes (process elements & events)

As a result of the first section of the cross case analysis (§10.2), the differences and similarities of the partner-selection process (elements and events) were analysed. Additionally, the event-based recommendations given as a result of the lessons learned from the three case studies were combined. This was done in order to substantiate the decision-making process regarding which elements and events would make up the first arrangement of the event-based process model. The first arrangement is organised based on the similarities. Of course, each urban area development is different, so each will need a customised ('maatwerk') process arrangement. This could mean that the differences could be preferable.

In figure (31) below, the first arrangement (sub-output 1) of the event-based process model based on the cross case analysis can be found.

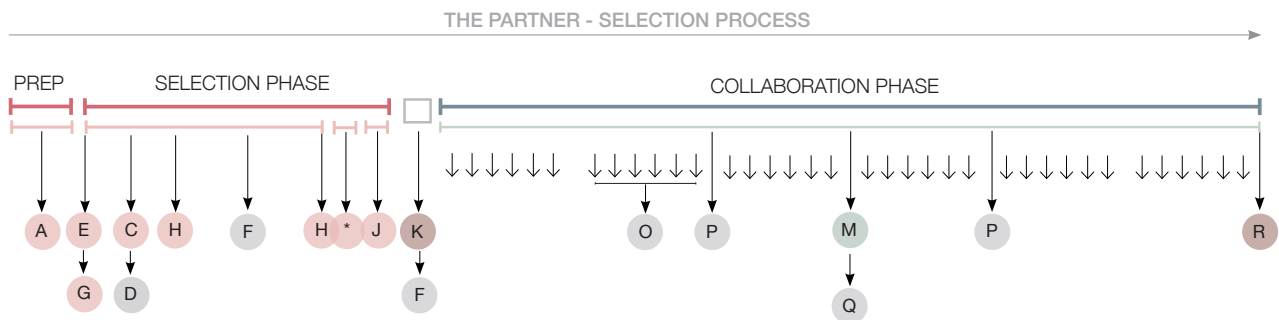


Figure 31. Sub-output 1 (Own ill.)

This process model will be worked out in further detail with the input obtained from the cross case analysis regarding: 1) the main success factors (organisational, relational, legal & financial) that are essential for the formation and continuation of a successful partnership, 2) selection criteria and 3) theory.

10.4. Cross case analysis: comparison of the organisational & relational success factors

The organisational and relational success factors were extracted from each case in order to be able to understand which factors are essential in creating as well as preserving successful partnerships during the collaboration phase after the partnership is formed.

A. Similarities

In terms of organisational success factors- trust and motivation are most commonly mentioned as success factors, as they are mentioned in all three cases. Following trust and motivation, common philosophy, personal connection, and openness are the next common denominators when it comes to essential success factors. When looking at the relational success factors- commitment, transparency, and flexibility are the most commonly mentioned success factors, as they are mentioned in all three cases. Following commitment and transparency- continuity and common targets (similar to common vision, goals, and interests) were mentioned in two of the three cases.

*In the following paragraphs, the common success factors, will be referred to as the main success factors.

B. Differences

The differences lie in the remaining success factors. When it comes to the organisational success factors, empathy, opportunism, honesty, proactivity, will to compromise, optimism, creativity and non-judgmental mind set, were mentioned in one of the three cases. This however does not imply that they are any less relevant, since only three case studies were performed. This is a limitation as not enough cases were analysed in order to conclude that the remainder success factors as any less relevant. They will therefore be referred to as additional success factors. In terms of the relational success factors- stability, communication, control, and a mutual understanding were mentioned in one of the three case study. These success factors will also be referred to as additional success factors.

10.5. Cross-case analysis: methods of organising main organisational & relational success factors

In table (10) below, the main organisational and relational success factors (as a result of the cross case analysis) are addressed in terms of how the success factors can be organised in a partner-selection. The methods of organisations are extracted from all three cases and are combined in order to be able to obtain an overview. The overview will be used to further develop the process model (main arrangement) from paragraph §10.3.

TRUST	MOTIVATION
<ul style="list-style-type: none"> As the municipality is the initiating party, it is imperative for the municipality to set the right example in terms of taking the first step in trusting the private developing party. Setting the appropriate example could motivate and trigger the involved private developing parties to also trust the municipality (Interviewee (1A), 2019; Interviewee (3A) & Interviewee (3B), 2019). <p>It is therefore important for the municipality (as well as the private developing party) to possess the following competences:</p> <ol style="list-style-type: none"> The will & openness to trust (Interviewee (1B), 2019; Interviewee (1A), 2019; Interviewee (3C), 2019; Interviewee (2B), 2019; Interviewee (2C), 2019). The mandate to be able to install trust (Interviewee (1B), 2019; Interviewee (1A), 2019). <ul style="list-style-type: none"> Trust could also be created through maintaining relationships between public and private team members. <ol style="list-style-type: none"> The first suggested tool: informal events such as: 1) BBQ's, Christmas dinners, and project excursions (Interviewee (1B), 2019; Interviewee (1A), 2019). The second suggested tool: regular formal meetings, for example: 1) weekly meetings, and 2) evaluation meetings, which allow for reflection in terms of collaboration and trust. (Interviewee (1B), 2019; Interviewee (1A), 2019; Interviewee (3A) & Interviewee (3B), 2019). Mutual trust can be formed and continued when both parties ('hard aspects'): <ol style="list-style-type: none"> Agree upon transparency, contractually (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2C), 2019). Work on creating a safe environment, through agreeing upon confidentiality: contractually agree upon exclusivity and confidentiality (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2F), 2019) Install predictability. Predictability can be created through setting up a clear process and game rules, including (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2A), 2019; Interviewee (2B), 2019): I) process & planning agreements, II) framework consisting of global vision and basic requirements & goals (financial & qualitative), and III) a clear division of roles & responsibilities. Organize continuity on multiple levels in terms of players (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (1B), 2019). Agree upon an exit-strategy: besides confidentiality, a safe environment is also created through an exit-agreement. A good exit-agreement includes agreements which motivate both parties to remain committed and trustworthy (Interviewee (3C), 2019; Interviewee (2C), 2019; Interviewee (2F), 2019; Interviewee (2E), 2019; Interviewee (1B), 2019; Interviewee (2D), 2019). Mutual trust can be formed and continued when both parties ('soft aspects') (Interviewee (2A), 2019; Interviewee (1B), 2019; Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2A), 2019): <ol style="list-style-type: none"> come through on promises made, genuinely listen to the opposite party, and, understand why the opposite party has certain goals, interests, and ambitions. Municipal representatives involved must have basic knowledge of urban area developments in order to recognize whether or not developers are doing well. This could help municipalities in trusting the private developing party (Interviewee (3C), 2019, Interviewee (2C), 2019) 	<ul style="list-style-type: none"> Having a clear and solid reason for being motivated is crucial for all parties involved. It is therefore imperative for both the municipality and the private developing party to continuously motivate one another throughout the collaboration process, starting from the selection process. <ul style="list-style-type: none"> The most effective method for the municipality to motivate the involved private developing party (parties) is through installing financial incentives, for example: <ol style="list-style-type: none"> A secure prospect of a potential land position (or lease awards) when collaboration is successful (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2C), 2019; Interviewee (2F), 2019; Interviewee (1B), 2019). For example: a development contingent (Interviewee (1A), 2019; Interviewee (1B), 2019) Agreeing upon fairly sharing risks (Interviewee (2C), 2019; Interviewee (1A), 2019; Interviewee (1B), 2019) The prospect of lower interest payments on development land (Interviewee (1A), 2019; Interviewee (1B), 2019) Contractually agreeing upon return on real estate when the project and the collaboration turns out successful (Interviewee (2C), 2019; Interviewee (2F), 2019) <p><i>* It is essential to make sure to distribute them evenly throughout the entire process. Municipalities should have incentives ready to go after each milestone, goal, or phase, in order to stimulate continuation and successful collaboration (Interviewee (2C), 2019)</i></p> <ul style="list-style-type: none"> A private developing party can potentially also motivate the partnering municipality through (Interviewee (2C), 2019; Interviewee (2D), 2019): <ol style="list-style-type: none"> being transparent in certain areas that municipalities need to be able to make the most informative and optimal decision helping municipalities by providing access to their knowledge and experience Phasing the collaboration phase with built in exit-moments after each phase can help motivate parties to intrinsically want to work successfully together at all times (Interviewee (2C), 2019; Interviewee (4A), 2019; Interviewee (4B), 2019). The phases can be organized through: <ol style="list-style-type: none"> Using milestones and deadlines which can be assessed through using critical success factors (which need to be directed at both the municipality & involved private developing parties (Interviewee (2C), 2019; Kersten. et al, 2019) A motivation to collaborate together intensively requires: <ol style="list-style-type: none"> both parties to have common goals and interests, as well as a common understanding of the added value of the partnership resulting from a partner-selection (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2A), 2019).
COMMON PHILOSOPHY	PERSONAL CONNECTION
<ul style="list-style-type: none"> Both parties need to have the same / similar mind-set for the collaboration to run smoothly pragmatically and ideologically: complementary work ethics (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2B), 2019) 	<ul style="list-style-type: none"> Both parties need to get along personally and professionally (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2D), 2019). This can be achieved through: <ol style="list-style-type: none"> Continuity in terms of team members from both involved private & public parties. Continuity allows for people to get to know each other better through time (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2D), 2019)
COMMON PHILOSOPHY	OPENNESS
<ul style="list-style-type: none"> Both parties need to have the same / similar mind-set for the collaboration to run smoothly pragmatically and ideologically: complementary work ethics (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2B), 2019) 	<ul style="list-style-type: none"> Openness should run through the entire DNA of both parties on all organizational levels (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2E), 2019;) in terms of: <ol style="list-style-type: none"> transparent decision-making, sharing of information and goals, open to personal and professional differences

TRANSPARENCY

- **Transparency** is one of the success factors necessary to achieve a successful collaboration. In the particular case of a partner-selection and the subsequent collaboration process, it is important for both parties (municipality and involved private developing party) to be transparent regarding the **following matters**:
 - 1) **Budgets**: concerning development costs & quotations (Interviewee (1A), 2019; Interviewee (3A) & Interviewee (3B), 2019; Interviewee (3C), 2019; Interviewee (2A), 2019; Interviewee (2D), 2019)
 - 2) **Profit goals**: short and long term (Interviewee (1A), 2019; Interviewee (3A) & Interviewee (3B), 2019; Interviewee (1B), 2019; Interviewee (3C), 2019; Interviewee (2B), 2019; Interviewee (2A), 2019; Interviewee (2D), 2019)
 - 3) **Quality goals** (Interviewee (1B), 2019; Interviewee (3A) & Interviewee (3B), 2019)
 - 4) **Organizational** (incl. planning) **goals** (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (1B), 2019; Interviewee (2B), 2019)
 - 5) **Ambitions and interests** (Interviewee (1B), 2019; Interviewee (2D), 2019)
 - 8) **Development vision and information** (Interviewee (2B), 2019; Interviewee (1A), 2019)
- ** Important for both parties to remember: 100% transparency is not necessary, transparency is only imperative regarding the matters that concern the mutual partnership (Interviewee (2B), 2019; Interviewee (3C), 2019; Interviewee (2C), 2019). As a healthy balance between an open partnership and a healthy negotiation position is key (Interviewee (2B), 2019; Interviewee (2C), 2019).*
- Transparency regarding the above mentioned matters can be assured and endorsed through stating it explicitly in the **intention, collaboration and follow-up agreement** (Interviewee (1A), 2019; Interviewee (2A), 2019; Interviewee (2C), 2019)

Involving an **independent third party** to help organise the transparency between both parties could increase the chances of finding the **optimal degree of transparency**. The independent third party can help map and comprehend to what extent transparency is needed and on which matters (dependent on the type of urban area development).

> The third party can recognize where the **flexibilities** lie and push the boundaries where necessary without undermining the positions of both parties (Interviewee (2C), 2019; Interviewee (2E), 2019)

COMMON TARGETS

- When setting up **common targets**, it is important to understand each others **interests, goals and requirements** (Interviewee (3C), 2019; Interviewee (2B), 2019). It is also important to be willing to **compensate**, and to **unite the common targets** in a **collaboration agreement** (Interviewee (2C), 2019).

CONTINUITY

- In a partner-selection process, the **continuity of team players**, of both public and private parties, in terms of **physical commitment, knowledge, information history, mind-set and attitude**, throughout the entire process, is imperative (Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2C), 2019; Interviewee (2B); Interviewee (2D), 2019).
- Continuity can be achieved through endorsing and assuring physical commitment from the involved parties and their key representatives via setting up **contractual agreements** regarding the commitment and preservation of agreed upon / promised mind-set, attitude, and knowledge (Interviewee (2C), 2019; Interviewee (2B), 2019).
- **Organising** continuity on multiple **organisational** levels is also crucial in case a key representative drops out. It is essential to have another representative from the same, or another level whom can take over without hugely disrupting the process (Interviewee (2C), 2019; Interviewee (3A) & Interviewee (3B), 2019)

COMMITMENT

- It is imperative to assure the **commitment** of both parties through building in a commitment criteria element as part of the collaboration vision in the tender **selection criteria** (Interviewee (1A), 2019; Interviewee (3A) & Interviewee (3B), 2019; Interviewee (2B), 2019).
- Furthermore, **contractually agreeing upon** the commitment of both parties as well as their representatives is essential. The commitment needs to be addressed in terms of **time**, as well as the assigned **roles & responsibilities** (Interviewee (3C), 2019; Interviewee (2B), 2019; Interviewee (3A) & Interviewee (3B), 2019).

FLEXIBILITY

- In order for a collaboration to be successful, both the municipality and the private developing party(s), need to be able to be **flexible**. This is essential as urban area developments are subject to changing market conditions and re-organisations (Interviewee (1B), 2019; Interviewee (2C), 2019). It is therefore important for both parties to be flexible regarding the following matters:
 - 1) **Goals & requirements** (Interviewee (1B), 2019; Interviewee (2C), 2019)
 - 2) **Interests & ambitions** (Interviewee (2C), 2019; Interviewee (3A) & Interviewee (3B), 2019).
- Flexibility can be endorsed and assured through **contractually agreeing upon it** (Interviewee (3A) & Interviewee (3B), 2019). Furthermore, agreeing upon the **degree of flexibility** via agreeing upon respective **bandwidths** in which set goals, requirements, interests and ambitions can be adjusted is also essential (Interviewee (1B), 2019)
- Moreover, the ability to **compromise** is also an important aspect of flexibility (Interviewee (3A) & Interviewee (3B), 2019).

10.5.1. Cross case analysis: event based advice: events & elements necessary to organise the main success factors

Trust can be organised through arranging informal (team building) events and regular formal meetings. Another main success factors is motivation. According to the case study results, motivation can be organised through dividing the collaboration phase into smaller sub-phases. Phases can be organised using milestones which can be assessed through using critical success factors (directed at both the municipality as well as the involved private developing partners). Also, building in exit-moments at the end of each phase can keep both parties motivated to adhere to the contractual agreements made prior-potentially safeguarding a healthy partnership. Furthermore, installing incentives throughout the process is also imperative, specially financial and development-based incentives.

Moreover, flexibility and transparency need to be contractually agreed upon. However, process-wise, it is even more important to incorporate the participation of an independent third party which understands the goals and requirements of both the municipality and involved private developing party(s) in terms of transparency and flexibility. Additionally, the fairness of the process (especially in financial negotiations) can be guarded through an independent third party.

* For further in-depth explanation, see Appendix 2.

The case study results in terms of event-based advice do not cover all organisational & relational success factors. The remaining success factors can however be organised in the selection phase with the help of the appropriate selection criteria as well all a good legal foundation (contract). The following paragraphs will cover this.

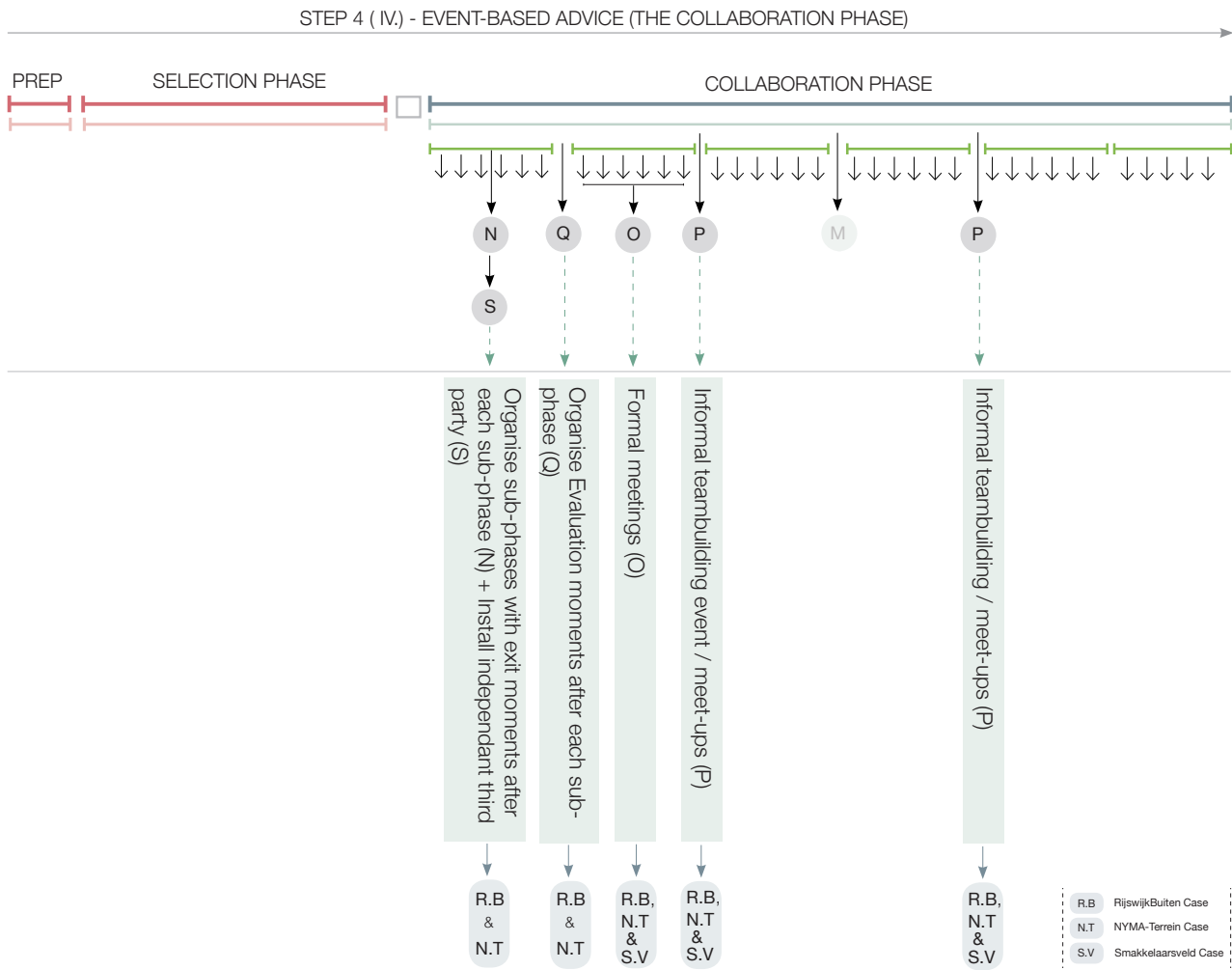


Figure 32. Event-based advice (the collaboration phase) (Own ill.)

10.5.2. Cross case analysis: selection criteria necessary to organise the main success factors

The selection criteria used to select a private developing party is a tool that helps find the most suitable partner. It is also a tool that can help select a partner that is able to embrace the main success factors mentioned in paragraph §10.5.

When setting up the selection criteria, it is important for the municipality to start off with designing a desired partner profile of a typical private developing party most suitable to their needs and wants, during the preparation phase. An important aspect to include in the desired partner profile is directed at the organisation of the success factor: trust. As mentioned before, both parties need to be willing and open to the act of trusting one another. An important criteria element in a desired partner profile should therefore contain the competences: 'willing to' and 'open to' the act of trusting. Trust is also based on the 'mandate' of the private developing party (and vice versa- the municipality). It is therefore important to include knowledge and experience as a vital selection criteria element. A good method of measuring knowledge and experience is through requiring the submission of references. The references required from the private developing parties should be associated with the specific complexities of the municipal land development and intricacies of long-term and partner-oriented collaboration .

The motivation for both parties (municipality & private developing party) to collaborate as partners can be obtained via common goals. It is therefore important to implement the selection criteria element:

collaboration vision and urban area development vision (global). This is essential for the municipality to see whether or not a private developing party has the desired (same) mind-set & and potential common goals (ambitions and interests). Additionally, having an intrinsic motivation should be in the DNA of the private developing party. It should therefore be a competence listed in the desired partner profile set up by the municipality (intrinsic motivation should also be a competence of the municipality itself).

Other than having common goals, a common philosophy is also crucial. Common philosophy is something that can be explored well during the selection phase. Important criteria elements needed to explore whether or not the private developing party's philosophy in terms collaboration (pragmatic, ideologic, co-creation mind-set, etc) overlaps and/or complements that of the municipality are: collaboration vision in terms of understanding the added value of collaboration / co-creation and advocating the partner-selection process.

The success factor openness can also be explored during the selection phase. Openness should run through the DNA of a private developing party when it comes to work and collaboration style. As mentioned earlier, it should therefore be included as a competence in the desired partner profile description. Municipalities also need to select their own representatives based on this competence.

Personal connection is subjective, however, conditions can be created to support the formation of obtaining a personal connection. The first condition is the continuity (involvement) of the key representatives of both private and public parties. It is therefore important to include the selection criteria element: commitment in terms of time, and the method of approach (collaboration vision) regarding the organisation of continuity in terms of the participation of the key representatives. When it comes to the success factor continuity, it is also imperative to organise continuous participation through selecting a party based on their escalation model- whether or not a private developing party is able to organise continuity on all company levels (escalation model), in case a key representative's participation is discontinued.

Commitment has been mentioned before as a selection criteria element, however, it is also a success factor. Possible commitment criteria include: intended time and finances to be invested, extent of transparency in terms of business case, plan process & potential flexibilities, as well as suitable solvability and long term strategy & policy.

Finally, flexibility, this success factor can also be explored in the selection phase in order to increase the chances of flexibility occurring in the collaboration phase. It is important to ask private developing parties to elaborate on matters they are willing to be flexible on. It is imperative that they are willing to compromise in requirements, goals, and interest when necessary.

10.5.2. cross case analysis: contractual agreements necessary to organise organisational & relational success factors

The legal agreements that can be made in the collaboration agreement, create the proper foundation necessary for both municipality and private developing party to embrace and achieve the success factors in order to allow for the formation and continuation of successful partnerships.

The necessary agreements essential for the trust are: 1) agree upon the extent to which transparency is required, 2) create a safe environment through agreeing upon confidentiality, 3) agree upon a set of clear game rules (concerning: process & planning, framework of global vision & requirements, and goals (qualitative & quantitative), and 4) build in a safety net through setting up an exit agreement.

In order to create and preserve the required motivation of both involved parties, both parties should agree upon the prospect of a land position once the collaboration phase has come to an end (create a 'yes provided that' situation)- this will motivate the private developing party to stay motivated as there is an end goal in sight which satisfies their structural financial goal. After all, it remains a market party. Also, agree upon fair risk allocation between municipality and private developing party- keeps both parties motivated, when both parties carry a risk.

Transparency is a success factor that can be directly agreed upon contractually. It is essential for both parties to agree upon the extent to which transparency is needed and desired. The level of transparency needs to be agreed upon regarding the following matters: 1) budget, 2) profit goals (short & long term), 3)

quality, 4) organisational, and planning (schedule) goals, 5) party specific requirements, ambitions and interests, 6) development vision and information, and 7) success and obstacles in partnership.

Commitment is also a success factor that can be directly agreed upon. In terms of the partner-selection process, it is important to focus on the agreements regarding the key representatives (of both municipality and private developing party), and the commitment that they have in terms of time capacity, as well as the commitment they have to their own roles and responsibilities.

Furthermore, the common targets need to be united and agreed upon in the collaboration agreement. Finally, flexibility should also be subject to discussion, as both parties need to agree upon the extent to which matters such as goals, interest and requirements need to be flexible. Agreeing upon certain bandwidths for individual matters is crucial to avoid future disagreements and disruptions.

The case studies performed also provided for an overview of the selection criteria necessary to select a partner not specific to the success factors. As mentioned in chapter 9, §L, the NYMA-terrein case also provided for an in-depth study into the selection criteria used. As can be seen, many criteria elements match the criteria elements suggested as methods of organising / guaranteeing the success factors.

10.6. Synthesis: organisational & relational success factors

In figure (33) below, the events and elements, as well as the selection criteria and the legal agreements necessary to organise the main success factors are incorporated into the first process arrangement (sub-output 1) from paragraph §10,3 to create sub-output 2.

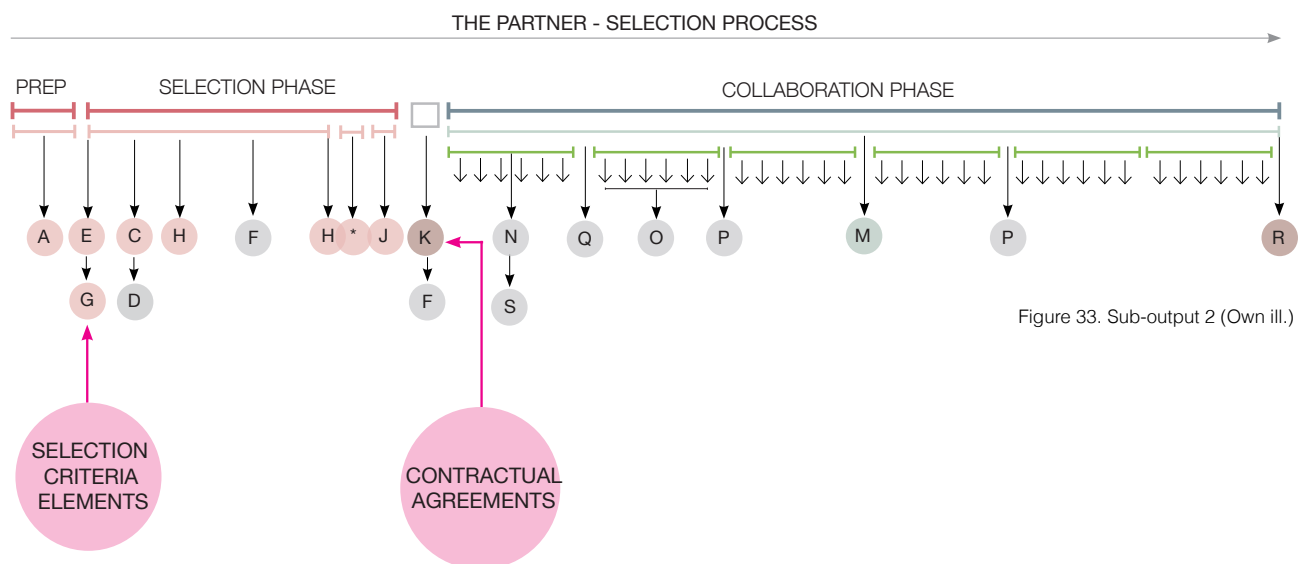


Figure 33. Sub-output 2 (Own ill.)

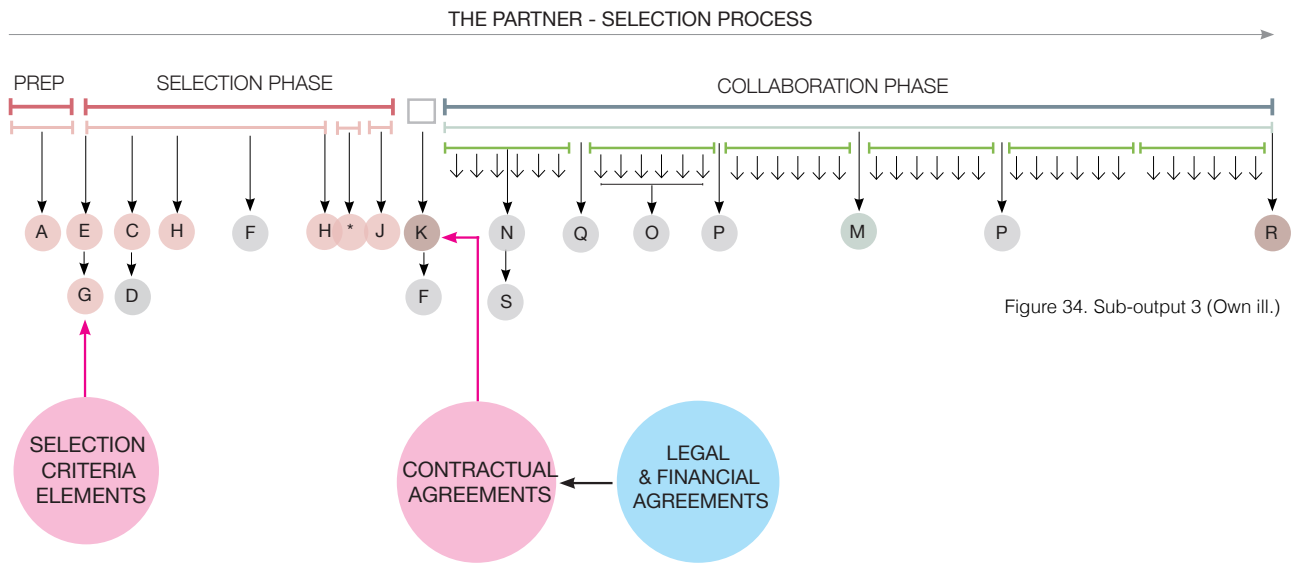
10.7. Cross-case analysis: legal & financial success factors

As mentioned in chapter 9, paragraph §L (Collaboration agreement set-up & important elements), the NYMA-terrein case study provided for an opportunity in which the concept collaboration contracts could be studied in consultation with the legal advisor of the case. This provided for the following main contractual articles that need to be included in the collaboration agreement that offer a framework in which agreements can be made: 1) roles, responsibilities, costs and risk allocation, 2) feasibility analysis, 3) project organisation and communication, 4) follow-up agreement, 5) exit-agreement, 6) exclusivity / confidentiality, and 7) contractual position transfer. Articles 1) up until 6) have been confirmed by the results obtained from the RijnwijkBuiten and the Smakkelaarsveld case. Further detail on which important elements that need to be included can be found in paragraph §9.L in combination with paragraph §10.5.2

The financial agreements made need to be transparent, flexible and fair in order to create conditions in which a win-win situation can be obtained. All three cases confirmed the conditions.

10.8.1. Synthesis: financial & organisational success factors

In figure (34) below, the events & elements, the selection criteria and the legal agreements necessary, as well as the additional financial & legal success factors are incorporated into the second process arrangement (sub-output 2) from paragraph §10.5.2 to create sub-output 3.



10.9. Comparison sub-output (3) to theoretical partner-selection process

In paragraph §6.8, the basic existing preliminary process model of the partner-selection set-up by Akro Consult can be found, including the advised elements and events. When comparing sub-output 3 (from §10.8.1) to the existing preliminary process model, all elements and events overlap. The more in depth sub-output model (from §10.8.1) therefore offers an enrichment of the theoretical framework. A recommendation given by Akro Consult, which is incorporated in the existing preliminary model (§6.7) is the implementation of two collaboration agreement moments prior to the follow up-agreement, the collaboration agreement moments being: 1) an intention agreement moment, and 2) a collaboration agreement moment, respectively.

10.10. Output synthesis case study results: Preliminary Conclusion

The preliminary conclusion is an event based process model proposal as a result of the synthesis of information obtained from the case studies as well as the theoretical background.

10.10.1. The event-based process model proposal description

A. Preparation phase:

- create disered profile of partner (what hard & soft skills does this partner need to have in terms of competences)
- set up a set of ambitions, goals and wishes- do this by using the 'why' question as a foundation. Also, try to limit ultimatums & requirements
- set up game rules (basic requirements) & roles and responsibilities (the municipality must have the 'we' are going to mentality).
- construct a selection process letter (instead of a request document): describe the municipal land development assignment and describe the arranged process.

1. **Market exploration** (Dutch: marktverkenning)- to discuss municipality's vision to see whether or not the vision is realistic & to address the partner-selection and collaboration vision- to see if and which market parties are interested.
2. **Public registrations** (Dutch: Openbare uitvraag) and the **publication of tender documents & contracts** (intention agreement & collaboration agreement. The letter consists of pre-selection & partner-selection criteria, requirements and game rules.

Pre-selection criteria: 1) motivation of private developing parties, 2) knowledge & experience - specifically regarding the type of urban area development and its complexities via references (own portfolio). 3) desired partner competences (company objectives), 4) person & profile: CVs of developer's key representatives, and team composition. 5) inspiration image or reference project (does not need to be one out of own portfolio) that the developer sees suitable and inspirational for the municipal land development- the inspiration image or reference project could illustrate the developer's ambition, motivation and / or understanding of the location's potential.

Final selection criteria: 1) roles & responsibilities, 2) commitment: in terms of time, money, manpower in terms of key representatives and favourable an escalation model (key representatives from multiple company layers. 3) vision urban area development: developer must show that he understands the location, and the specific type of urban area development, as well as how to create added value, 4) collaboration vision: include references regarding communication strategy, stakeholder involvement and approach & include process vision in which the private developer is asked to describe how he sees the process unfolding in terms of planning, milestones and feasibility studies (market conformity). The collaboration vision must also include the vision on flexibility as well as the developer's understanding on the added value of co-creation with the municipality, and 5) Person & profile.

3. **Pre-selection round** ('sollicitatie ronde'). The pre-selection round concerns the making of the motivation letter. The motivation letter should focus on the desired partner profile, and can include the following elements:
1) competences, 2) private developing party DNA & its representatives, 3) team composition, 4) references and 5) inspiration image.
4. Set up **one-on-one talks**, in which the municipality & private developing party can get to know each other in terms of knowledge, experience, attitude & enthusiasm. The first one-on-one talk can be organised as an 'interview'
5. **Submissions & selection** of 3 suitable private developing parties (x > 3)
6. Start partner-selection with 3 private developing parties
7. Private developing parties work on final submissions for partner-selection round. The following elements are essential to include: 1) development vision, 2) collaboration vision (how developers are willing to collaborate with municipality), and 3) commitment.
- 7.1. Set up **group dialogue rounds** where participants can come and talk to municipal representatives about questions they have on the assignment & collaboration agreement. **Of course, if new information is given to a party, the municipality must make sure to share that knowledge with the other market parties to maintain level playing field.*
8. **Submission** are handed in by private developing parties
9. **Informal presentations/ talks** about the submissions (to clarify municipal's questions about submission, to address the 'why' behind the 'whats', to find out the developer's real intention & also room for personal talks.
10. **Final award**: selection of one private developing party + signing intention agreement. It is also important to organise an aftercare moment after final selection- to properly explain to losing parties why they lost, as the process is fairly personal.

Collaboration agreements: 1) roles & responsibilities, 2) general plan based principles / basic requirements, 3) feasibility analysis, 4) project organisation & communication, 5) follow-up agreement, 6) exit-agreement, 7) contractual position transfer, 8) exclusivity / confidentiality, 9) flexibility, 10) transparency (financial & qualitative goals).

11. Municipality and real estate developer(s) work on finalising vision. Then start SO (if necessary in case of the necessity of accurate financial requirements due to feasibility, a VO can be requested). (ontwikkelstrategie & ontwikkelplan).
 - 11.I. Organise **sub-phases** with targets (critical success factors) and **evaluation moments** at the end of each sub-phase. Furthermore, organise the phases in such way that the strategy development ends with a contractual moment: signing of the **collaboration agreement**- before commencing the plan development. Important to discuss: 1) content progress, 2) collaboration process, 3) suitability of party representatives.
 - 11.II. When targets (hard & soft) are not met & problems can't be resolved: confide **exit agreement**.
 - 11.III. Organise **informal teambuilding moments** (e.g. excursion, 'borrel', BBQ, cooking classes, etc) to overcome obstacles & for parties to get to know one another better.
12. **Follow-up agreement** (ontwikkel / koop of erfpacht overeenkomst)
13. Private developing parties work on definitive development plan & design (DO) independently
14. Realisation of urban area development
15. Start realisation of plan

10.10.2. The event-based process model proposal- preliminary

In figure (35) below, the illustration of the event based process model proposal as a result of the synthesis of information obtained from the case studies as well as the theoretical background can be found.

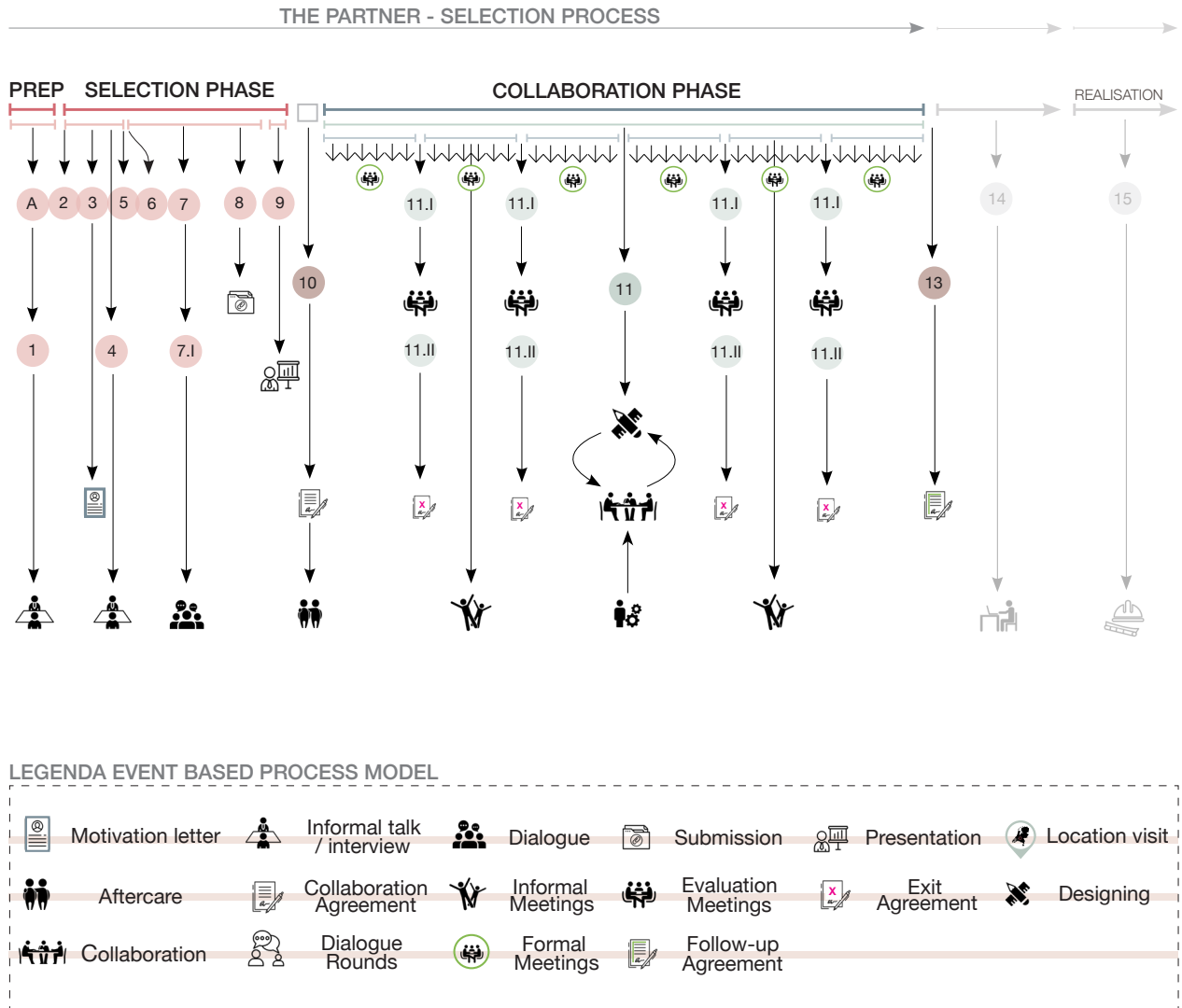


Figure 35. Preliminary partner-selection event-based process model (Own ill.)

11. EXPERT PANEL

11.1. Validation

As discussed in the methodology chapter of the thesis, the expert panel was held to validate the preliminary partner-selection event-based process model, which was based on the research findings from the literature review, the case studies and the conducted semi-structured interviews. The expert panel was used as a method to enhance the preliminary design of the partner-selection event-based process model. This was done in order to design a more accurate process model with the input of feedback given by the participating experts. Furthermore, the expert panel was also used to validate the process model and its realism in terms of whether or not it could be used in practice.

11.3. Expert-panel participants

The expert-panel was composed of three participants. All three participants were selected based on their knowledge and experience on the subject of partner-selection. The composition of the expert panel, was also designed to validate the partner-selection process model from different perspectives. The expert panel provided for three different viewpoints: 1) Participant (4B) the perspective of a private developing party, 2) Participant (4A) the perspective of a process manager (and municipality), and 3) Participant (4C) the perspective of a legal (procurement) advisor. All three perspectives were necessary to validate the preliminary event-based process model. The reason behind the modest number of participants stems from the fact that partner-selection is a new phenomenon, resulting in a limited number of professionals whom are acquainted with the new tender method.

11.3. Approach

To obtain the necessary feedback and validation on the preliminary research conclusion, the expert panel was organised in order to establish a discussion about the event-based partner-selection process model. The discussion was coordinated through presenting the event-based process model (figure 35) and its mechanics (§10.10.1 & §10.10.2) to the expert panel participants. The participants were then asked to look at the process from their own professional perspective. The following guiding questions were asked throughout the session to steer the discussion into the right direction:

- (1) From your professional perspective, does the partner-selection event-based process model include all necessary steps that are necessary to organise a form free selection procedure (Dutch: vorm vrije selectie procedure) in practice? (2) In terms of your professional experience with partner-selection, do you think that the events and elements suggested are appropriate and necessary? Are there any additional events and elements that are missing?
- (2) Can the event-based process model be carried out in practice in terms of a legal standpoint?
- (3) Do you think that the events and elements organised in the event-based process model can lead to the organisation of the main success factors? Finally, are there any event and elements missing?

EXPERT PANEL RESULTS

11.4. Events & Elements Partner-Selection Process

As an addition to the already proposed events and elements organised in the preliminary partner-selection event based process model, the following events and elements were recommended by the panel:

- 1) A **location visit** to the municipal land development, instead of a location visit to the private developing party's reference location. It was advised to organise this event right after the pre-selection.
- 2) The sharing of an **assessment report** (Dutch: beoordelingsrapport) after the final selection as an element of the aftercare moment. The assessment report is constructed by the municipality in order to come to a decision regarding which private developing party to choose as the winning party.
- 3) organise a **kick-off meeting** at the beginning of each sub-phase / phase. The kick-off meeting should involve the gathering of all key representatives of each organisational layer (see Appendix, 3). During the kick-off meeting, the sketch design, the prototype design and/or the final design could be presented and discussed to obtain direct feedback from all organisational layers.

11.5. Preparation phase

It is essential for the municipality to not only select the most suitable private developing party, but also the most suitable municipal representatives whom are able to act as proper and complementary partners to the private developing party representatives.

It is important for the municipality representatives to (competences):

- 1) be able to speak the same language as the private developing party, as it allows for the build up of trust.
- 2) to possess the necessary knowledge and experience to act as a partner to the private developing party.
- 3) to be able to think in the common interest of both private and public parties
- 4) to be able to understand the importance and added value of the close knit collaboration nature of a partner-selection and its co-creation approach

Additional 'fruit for thought' when composing the desired private developing party profile:

- 1) the type of real estate developer

Organising the selection procedure into two phases: the pre-selection phase and the partner-selection phase allows for an opportunity in which the private developing parties whom are not suitable are speedily filtered out. This also provides for a short-list in which the most suitable private developing parties enter the partner-selection phase.

11.5. Selection Criteria

Pre-selection phase criteria

In this phase, it is important to focus on whether or not the private developing party is suitable to act as an appropriate partner to the municipality. Using the motivation letter as a method to guide the pre-selection was appraised. Additional criteria elements obtained as a result of the expert panel:

- 1) financial stability of the private developing party (short and long-term)
- 2) organisational stability of all involved parties
- 3) private developing party's business objectives
- 4) DNA in terms of company scale and expertise

Partner-selection phase criteria

In this phase, it is important to focus on which private developing party is most suitable for the type of municipal land development and the subsequent complexities that come along with it. Additional criteria elements obtained as a result of the expert panel:

- 1) In the collaboration vision, include references regarding: communication strategy, stakeholder involvement and approach, involvement of end-users, and collaboration approach with municipality.
- 2) Process vision in which the private developer is asked to describe how he sees the process unfolding. In this criteria element it is crucial for the developer to describe the following: process approach in terms of planning, milestones and feasibility studies (market conformity).

It is essential for the private developing party to describe its process vision in order for both municipality and private developing party to be able to unite the visions of both parties in order to obtain the most suitable game rules. Of course, both parties need to also set in stone the game rules that non negotiable.

11.6. Contractual Agreements

For a private developing party, it is important to know what the end goal is, and whether or not there is a real chance of obtaining a return (profit) on real estate (Dutch: rendement op vastgoed). It is therefore crucial to set-in stone a follow-up agreement in the collaboration agreement (Dutch: samenwerkingsovereenkomst) in which is stated that the selected private developing party has the right to purchase the location and develop the municipal land development once the collaboration phase has come to an end. This allows for the selected private developing party to have a deeper intrinsic motivation and commitment to the municipal land development.

In the intention (Dutch: intentieovereenkomst) and / or collaboration agreement (Dutch: samenwerkingsovereenkomst), it is also crucial to set in stone the following:

- 1) the project organisation (organisational layers) and the corresponding roles and responsibilities, as well as the division of costs and risks
- 2) the decision-making organisational structure.
- 3) it is also important to agree upon the frequency of formal meetings per organisational layer. A realistic and appropriate number of meetings concerning the project group is once per week, and for the steering group it is crucial to organise a meeting once per two or four weeks.
Tip: arrange for the participation of an independent third party to chair each formal meeting to ensure a smooth decision-making process.

See Appendix 3 for further in-depth explanations

11.7. Partner-selection considering the procurement law (Dutch: aanbestedingsplicht)

When putting a municipal land development on the market, it is crucial to think about which parts of the municipal land development are subject to procurement and which parts can be put on the market using a form-free selection procedure.

As a result of the partner-selection discussion in combination with theory (see paragraphs §6.2 & §6.6), it was concluded that the municipal land development should be divided into two parts: commercial real estate and public spaces (Dutch: openbare ruimte). This is because commercial real estate is not subject to procurement, whilst municipalities are obligated to procure a public space that is to be owned by the municipality. Therefore, in a partner-selection, where it is desirable to give the private developing party the certainty of return on real estate, the municipality is able to guarantee the attainment of commercial real estate (when conditions stated in the contract are fulfilled of course). Additionally, it is important to include an agreement in the collaboration agreement in which the plan of approach regarding the public spaces will be handled along the way. It is important to decide upon whether or not the public space will become private or public. When it becomes a private public space, then the public space can be accommodated (ondergebracht) by the selected private developing party- which means that the commercial real estate as well as the public space can be (potentially) purchased as well as realised by the selected private developing party. If the public space is to become fully public, a separate procurement must be organised as the public space is subject to procurement. All in all, it is essential to indicate and explain in the tender documents that, if the municipality decides to do so, the selected private developing party potentially has the right to develop (and purchase) the commercial real estate, but that along the way, the elements (public spaces) that are subject to procurement will be procured separately- indicating that the selected private developing party does not automatically have the right to develop the public space when they are selected as a partner, unless they participate and win the separate procurement process.

For the partner-selection process, this means that the sketch design (Dutch: schetsontwerp) and the prototype design (Dutch: voorlopig ontwerp) for the commercial real estate should be separated from the sketch design and prototype design of the public spaces that are subject to procurement. The separation concerns the publication of two separate documents: one regarding the commercial real estate, and the other regarding the public spaces which are subject to procurement.

Note: This graduation research focusses on urban area developments where municipalities are the owners of the concerning land and act as the initiator (contracting authority) of the (re)-development project. This graduation research will therefore focus on municipal land development with the municipality's intent to establish housing and commercial real estate.

The expert panel also provided for further insights into how different contract types could be used to further optimise the already designed collaboration phase (part of preliminary research conclusion). It was concluded that the following chronological order would be most appropriate: 1) the intention agreement, 2) the collaboration / development agreement, 3) the follow up-agreement



The intention agreement (Dutch: intentieovereenkomst) should be finalised and signed once the winning private developing party has been chosen and prior to the collaboration agreement. The intention agreement is where the agreement is made about the development of the plan development strategy, which entails the sketch design and the feasibility of the sketch design. These steps are essential in order to create a feasible business case. Based on the sketch design, the collaboration agreement (Dutch: samenwerkingsovereenkomst) will be set up and signed. This will be done once the steering group (Dutch: stuurgroep) decides that the sketch design is feasible. The collaboration agreement is where the agreement is made regarding the development of the plan development, which entails the prototype design and/or the final design. Additionally, in the collaboration agreement, decisions are made about the follow-up agreement and the potential land transfer to the private developing partner. When the collaboration phase has come to an end a follow-up agreement is finalised and signed based on the prototype design or final design. The follow-up agreement can either be a purchasing agreement (Dutch: koop overeenkomst), a purchasing / development agreement (Dutch: koop / ontwikkel overeenkomst) or a separate purchasing agreement (Dutch: separate koop overeenkomst)- which can be used when the municipal land development is divided into many areas which are developed on different schedules. The type of follow-up agreement depends on the urban area development.

RESEARCH CONCLUSIONS

12. CONCLUSIONS

12.1. Sub-conclusions

1) *Within the Dutch urban area development context, how are the roles and responsibilities of public and private parties organised, and how can the collaboration culture be characterised.*

Since the 1980s, the influence of the private sector has been steadily increasing, which has led to an apparent shift from an active land policy to a more facilitative one. Furthermore, many responsibilities have been decentralised, which have led to an increasing influence of municipalities regarding the land policy. Additionally, as urban area developments are becoming more and more complex, local municipalities can no longer single-handedly take on the increasingly complex urban area developments. The current system works in such way that the municipalities largely outsource responsibilities to the market through setting up tender procedures in which municipal land developments are competitively put on the market, through asking private developing parties to come up with designs from which the best ones are chosen. This has led to private developing parties obtaining more influence over the municipal land developments, but at the same time also take on a larger percentage of the costs and risks.

2) *How does the partner-selection method fit into the Dutch procurement system, and how does it compare to the current tender methods??*

A partner-selection is a form-free market party selection procedure which focusses on finding the most suitable private developing partner. In a partner-selection procedure, a private developing party is selected based on their vision, competences, attitude, knowledge and experience. It therefore differs from the traditional selection processes, such as a plan selection and a price selection, in which private developing parties are asked to come up with fully worked out development plans or the highest bid prior to the final selection, respectively. Furthermore, when a partner-selection procedure is chosen as the selection method, the plan development is made in close knit co-creation by both the municipality as well as the involved private developing party(s). The importance of a successful partnership, in which the joint collaboration is healthy and durable is therefore imperative, more so than with the traditional (classical) tender methods. A partner-selection can be carried out when there is no obligation to procure. However, when a municipal land development consists of public works and / or services, these efforts need to be procured separately.

Moreover, the partner-selection method has proven, by empirical studies in combination with the foundation fabricated by theory (§6.8), to be particularly useful in 1) complex urban area developments, 2) lengthy urban area developments, 3) urban area developments with major public demands and wishes, and 4) urban area developments which need the input of many involved external stakeholders. In such situations, a partner-selection is favourable as it allows for a close knit collaboration between both the initiating public party and the involved private developing party(s), as well as the opportunity for co-creation throughout the whole development process. This type of tender procedure allows for both parties to come up with a development plan that suits both of their ambitions, interests and requirements- which in turn could lead to more optimal developments. The plan development as well as the financial agreements are therefore made after the definitive selection of the private developing partner(s). When conducted appropriately, the partner-selection method could speed up the selection phase and potentially decrease the associated risks of an urban area development.

However, as mentioned in theory (§6.6) as well as in the empirical studies conducted, the partner-selection process also comes along with its own set of potential risks. The first risk identified was that a partner-selection procedure does not provide a certain final output. This indeed remains a risk, however, with complex urban area developments, securing a definitive final development output at the beginning of the process is merely impossible, and uncalled for. In complex urban area developments, it is often more appropriate to develop a development plan along the way with the necessary luxury of flexibility. This is essential for the development plan to be able to adapt to the changing market conditions when necessary, long term. The uncertainty of not providing a certain final output is therefore more a barrier towards initiating parties, such municipalities, as they are often seeking the comfort of knowing what the final outcome is going to entail due to an underlying distrust in the involved private developing party(s). After all, the future of their municipal land development is at stake. The second risk associated with the partner-selection method is its relation to the procurement system, meaning that not all municipal land developments can be tendered via a partner-selection. However, when organised appropriately, it can be carried out for commercial real estate in combination with public spaces and infrastructure- see the main conclusion, §12.2. The third risk associated with the partner-selection method is one that considers the collaboration

nature of the process, and its potential to become inefficient when not organised appropriately. This risk is extremely valid, but can be guarded through focussing on both the soft and hard success factors of a successful partnership, see the following paragraph (§12.1, 3).

3) What are the important success factors for creating efficient and durable partnerships between public and private parties, and what are the potential barriers?

In this research, the success factors have been divided up into four categories, them being: organisational, relational, financial and legal. The main organisational success factors are: 1) trust, 2) motivation, 3) common philosophy, 4) personal connection, and 5) openness. The main relational success factors are: 1) transparency, 2) commitment, 3) continuity, 4) flexibility, and 5) common targets.

When it comes to the legal success factors, the contract and the exit-strategy were proved beyond important when creating successful partnerships. It serves as a foundation and provides for a safe environment in which successful partnerships can be formed and continued. Important elements to contractually agree upon are: 1) roles, responsibilities, costs, and risk allocation, 2) general plan based principles / basic requirements, 3) feasibility analysis, 4) project organisation and communication, 5) follow-up agreement, 6) duration and interim termination of agreements, 7) contractual position transfer, and 8) exclusivity / confidentiality. Furthermore, important financial success factors to take into consideration during the financial negotiations are: 1) flexibility, 2) transparency, and 3) fairness.

As the partner-selection method is a new phenomenon, it still faces many barriers. The biggest barrier that may get in the way of successfully carrying out a partner-selection process and the subsequent collaboration process is distrust. Distrust stems from the existing negative assumptions that both municipality and private developing party have of one another. Distrust is also caused by both parties often misunderstanding one another- due to the fact that they oftentimes find it difficult to speak the same language in terms of: knowledge, skills, experience, and culture. Another barrier of a successful partnership concerns the anxiousness of municipalities about losing control due to unfamiliarity, fear of failure and injustice. Moreover, municipalities are organised into many sectors- limiting flexibility in terms of ambitions and requirements, which is necessary for the organisation of a partner-selection.

Partner-selection also requires the act of transparency, however, due to the real estate industry being fairly traditional, both municipalities and private developing parties may not always be willing to be honest about being fully transparent when necessary. Furthermore, many municipalities think that their current and traditional tender system is working well, in turn impeding the potential implementation of the partner-selection procedure. Finally, many municipalities don't have the capacity (expertise & knowledge) to act as a partner to developing parties. These two barriers could impose a barrier in terms of the implementation of the partner-selection method in practice.

4) Which process events and elements are essential to incorporate in the partner-selection procedure in order to organise the necessary success factors to accommodate for effective and durable partnerships?

The main success factors can be organised through composing the partner-selection process with the following event and elements: 1) one-on-one talks, 2) location visit, 3) informal presentations / talks, 4) informal team building events, and 5) formal meetings. Additionally, the organisational and relational success factors can also be organised through using the appropriate selection criteria in order to select the most suitable private developing partner in order to increase the chances of a successful partnership. Important success criteria elements: 1) knowledge and experience, 2) vision on urban area development, 3) collaboration vision, 4) profile and person, and 5) commitment. Furthermore, the appropriate contracts should be used, them being: the intention agreement, the collaboration agreement and the follow-up agreement- in this order. Important contractual elements to include can be found in the main conclusion, paragraph §12.2.

12.2. Main Conclusion

The main conclusion gives an answer to the main research question of this master thesis, which is the following: *'How can a partner-selection process be designed so that it enables the formation and continuation of successful partnerships in municipal land developments.'* The conclusion is given in the form of an event-based partner-selection process model proposal. The process proposal presents and illustrates an example of how a partner-selection process could be designed and organised. Of course, all municipal land developments are different, meaning that each project requires a customised process. The events and elements of the proposal could therefore be moved around until seen as fit. The proposal therefore serves as a tool to guide municipalities when setting up a partner-selection process.

PROPOSED PARTNER-SELECTION EVENT BASED PROCESS MODEL

A. Preparation phase:

- Includes: **1. Market exploration** (Dutch: marktverkenning)- to discuss municipality's vision to see whether or not the vision is realistic and to address the partner-selection and collaboration vision- to see if and which private developing parties are interested.
- Create a set of ambitions, goals and wishes- do this by using the 'why' question as a foundation. Also, try to limit ultimatums and requirements. Additionally, set up game rules (basic requirements) as well as roles and responsibilities (the municipality must have the 'we are going to' mentality).
- Compose a team of municipal representatives whom would be able to act as 'partners' to the private developing partner. Important competences that a municipality must have in order to be able to co-create with a private developing party: 1) knowledge & expertise regarding the municipal land development, 2) municipal representatives must be able to understand the importance of co-creation, 3) must be a willingness amongst municipal representatives to jointly commission certain products for the municipal land development, and 4) be willing and open to trusting the involved private developing party.
- Create desired profile of private developing partner: what hard & soft skills does this partner need to have in terms of competences: depends on the municipal land development as well as the composition of the team of municipal representatives- private developing party as well as its key representatives must be suitable and complimentary to the municipal team.
- Construct tender documents: describing the municipal land development assignment, the arranged process, and the selection-criteria.

- 2. Public registrations** (Dutch: Openbare uitvraag) as well as the publication of **tender documents** and **concept contracts: intention agreement (IOK) & collaboration / development agreement (SOK)**- two separate versions, an IOK & SOK for the commercial real estate and an IOK & SOK for public spaces. The separation of IOK & SOK is crucial in terms of the procurement law- as a separate procurement procedure must be carried out for the public spaces once decided it remains public (owned & maintained by municipality). The tender documents consist of the pre-selection criteria, the partner-selection criteria, and the municipality's requirements and game rules (specific to their interest for the municipal land development).

Pre-selection criteria: 1) Motivation of private developing parties. 2) Knowledge & experience- specifically regarding the type of urban area development and its complexities via references (own portfolio). 3) Desired partner competences (company objectives). 4) Person & profile: CVs of developer's key representatives & team composition. 5) Inspiration image or reference project (does not need to be one out of own portfolio) that the private developer sees suitable and inspirational for the municipal land development- the inspiration image or reference project could illustrate the developer's ambition, motivation and/or understanding of the location's potential.

Final selection criteria: 1) Roles & responsibilities. 2) Commitment: in terms of time, money, manpower in regards to the participation of key representatives and favourably an escalation model (key representatives from multiple company layers. 3) Vision urban area development: developer must show that he understands the location, and the specific type of urban area development, as well as how to create added value. 4) Collaboration vision: include references regarding communication strategy, stakeholder involvement & approach and include process vision in which the private developer is asked to describe how he sees the process unfolding in terms of planning, milestones and feasibility studies (market conformity). The collaboration vision must also include the vision on flexibility as well as the developer's understanding on the added value of co-creation with the municipality. 5) Financial resilience (short & long-term). 6) Resilience of organisational's integrity of promised DNA & company objectives- so that the qualities on which the developing party is chosen does not change in the future. 7) Person & profile.

- 3. Pre-selection round** ('sollicitatie ronde'). In this round, it is important to focus on which private developing parties are suitable to act as appropriate partners to the municipality. The **pre-selection criteria** is designed to find the most suitable partners. The **motivation letter** is a tool in which the pre-selection criteria can be expressed.
- 4.** Set up **one-on-one talks**, in which the municipality and private developing party can get to know each other in terms of knowledge, experience, attitude and enthusiasm. The first one-on-one talk can be organised as an 'interview'
- 5. Submissions & selection** of 3 suitable private developing parties ($x > 3$)
- 6.** Start **partner-selection round** with 3 private developing parties. In this phase, it is important to focus on which private developing party is most suitable for the type of municipal land development and the subsequent complexities that come along with it. The **final-selection criteria** are designed to do so.
- 7.** Organise a **location visit** to the municipal land development location. The location visit can provide for an opportunity in which the municipality and the three selected potential private developing partners can explore and get acquainted with the location as well as one another.
- 8.** Private developing parties work on final submissions for the partner-selection round. The following elements are essential to include: 1) development vision, 2) collaboration vision (how developers are willing to collaborate with municipality), and 3) commitment.
- 8.1.** Set up **group dialogue rounds** where participants can come and talk to municipal representatives about questions they have regarding the assignment and the collaboration agreement. If necessary the intention and collaboration agreement can be discussed (negotiated) and adjusted when deemed necessary by both the private developing party and the municipality.

**Of course, if new information is given to a party, the municipality must make sure to share that knowledge with the other market parties to maintain level playing field.*

- 9.** Submissions are handed in by all three private developing parties.

- 10. Informal presentations/ talks** about the submissions (to clarify municipality's questions about submission, to address the 'why' behind the 'whats', in order to find out the developer's real intention and there is also room for personal talks.

11. Final award: selection of one private developing party (based on the **final selection criteria**) + signing **intention agreement**. After the final selection, It is important to organise an **aftercare moment**- to properly explain to the losing parties why they lost, as the process is fairly personal. Prior to the aftercare moment it is important to share the **assessment report** with all participating parties in which the scores per selection criteria are shown and explained. During the after case moment it is imperative to personally discuss the assessment report and to clarify any misunderstandings and vague clarifications.

Intention agreement (IOK): The intention agreement is where the agreements are made regarding the first defining phase of the collaboration phase: the development strategy, in which the sketch design and the feasibility of the sketch design are developed and explored respectively.

Intention agreement (IOK) elements: 1) Roles, responsibilities, costs and risk allocation (& financial framework) of each party and organisational layer. 2) General plan based principles / basic requirements: guiding documents. 3) Feasibility analysis: development strategy and development plan (SO, VO, DO) & planning, deadlines and milestones. 4) Project organisation: in terms of organisational layers- work groups, project groups, board of directors. It is also important to design the decision-making structure of organisation structure. 5) Communication: communication methods and planning concerning formal meetings. Also important: agreeing upon a transparent approach to sharing information (financial & qualitative) throughout all organisational levels. 6) Follow-up agreement: the agreement made that in the next collaboration agreement (SOK)- the potential land transfer / lease agreement is decided upon. 7) Exit-agreement: involved parties can exit the agreement when the collaboration is not desirable. Make sure to agree upon exit fees. 8) Contractual position transfer. 9) Exclusivity / confidentiality. 10) Flexibility. 11) Agree upon compensation provided to private developing parties regarding the work carried out.

12. After signing the intention agreement: the collaboration phase can commence. Step 1: municipality and real estate developer(s) work on uniting private and public party visions and finalise vision. Both parties then start developing the sketch design (SO). Organise two main phases: 1) the strategy development phase (SO) and 2) the plan development phase (VO / DO)

12.I. Organise sub-phases with targets (critical success factors) and **evaluation moments** at the end of each sub-phase. Furthermore, the strategy development phase should end with a contractual moment: signing of the **collaboration agreement**- before commencing the plan development. Important to discuss: 1) content progress, 2) collaboration process, 3) suitability of party representatives.
*See collaboration agreement elements below for further information.

12.II. When targets (hard & soft) are not met & problems can't be resolved: confide **exit agreement**.

12.III. Organise **informal team building** moments (e.g. excursion, 'borrel', BBQ, cooking classes, etc) to overcome obstacles & for parties to get to know one another better.

12.IV. Organise formal meetings throughout the entire phase & sub-phases (recommendation: project group: once a week & board of directives (steering group): once a month / quarter.

12.V. Organise a **kick-off meeting** after the strategy development phase has come to an end, and prior to the commencement of the plan development phase. The kick-off meeting should involve the gathering of all key representatives of each organisational layer. The kick-off meeting is a moment in which the private developing party can present the progress of the plan (SO), and receive feedback from all key representatives of all organisational layers (work groups, project group, steering group / board of directives, and directives).

13. When development strategy (SO and its feasibility) has been completed and approved by the board of directors (and potentially, RvB, B&W, and developing party's tender board) the second contract: the **collaboration / development agreement** is signed. Subsequently, the collaboration phase is resumed with step 2: municipality and real estate developer(s) work on development plan: prototype design (VO) and / or final design (DO).

13.I. Organise the plan development phase into sub-phases with targets (critical success factors) and **evaluation moments** at the end of each sub-phase. Furthermore, the plan development phase should end with a contractual moment: signing of the **follow-up agreement**- before commencing the development of the DO (when not completed in the collaboration phase) or prior to realisation- depending on the follow-up agreement made in the collaboration agreement.
Important to discuss: 1) content progress, 2) collaboration process, 3) suitability of party representatives.

13.II. When targets (hard & soft) are not met & problems can't be resolved: confide **exit agreement**.

13.III. Organise **informal team building** moments (e.g. excursion, 'borrel', BBQ, cooking classes, etc) to overcome obstacles & for parties to get to know one another better.

13.IV. Organise formal meetings throughout the entire phase & sub-phases (recommendation: project group: once a week & board of directives (steering group): once a month / quarter.

13.V. Organise a **kick-off meeting** after a phase has come to an end, and prior to the commencement of a new phase. The kick-off meeting should involve the gathering of all key representatives of each organisational layer. The kick-off meeting is a moment in which the private developing party can present the progress of the plan (VO and / or DO), and receive feedback from all key representatives of all organisational layers (work groups, project group, steering group, and directives).

Collaboration / development agreement (SOK / Ontwikkel): The collaboration agreement is where agreements are made regarding the development of the plan development, which entails the prototype design and/or the final design. Additionally, in the collaboration agreement, decisions are made regarding the follow-up agreement and the potential land transfer to the private developing partner.

Collaboration agreement (SOK) elements: 1) Roles, responsibilities, costs and risk allocation (& financial framework) of each party and organisational layer. 2) General plan based principles / basic requirements: guiding documents. 3) Feasibility analysis: development strategy and development plan (SO, VO, DO) as well as planning, deadlines and milestones. 4) Project organisation: in terms of organisational layers: work groups, project groups, board of directors. Also important to design the decision-making structure of the organisational structure. 5) Communication: communication methods and planning concerning formal meetings. Also important: agreeing upon a transparent approach to sharing information (financial & qualitative) throughout all organisational levels. 6) Follow-up agreement: decision regarding potential land transfer and return (profit) on real estate. 7) Exit-agreement: involved parties can exit the agreement when the collaboration is not desirable. Make sure to agree upon exit fees. 8) Contractual position transfer. 9) Exclusivity / confidentiality. 10) Flexibility. 11) Agree upon compensation provided to private developing parties regarding the work carried out.

14. Follow-up agreement (ontwikkel / koop of erfpacht overeenkomst)

15. Private developing parties work on definitive development plan & design (DO) independently when not done so in the collaboration phase.

16. Realisation of urban area development

Step 14, 15 and 16, can be repeated as a method of motivation (incentive). When the municipality decides that the private developing party has successfully collaborated, the municipality can decide to grant the private developing party further development assignments and/or land positions on the municipal land development. This can only be done when the municipality decides to phase the municipal land development- through for example dividing the concerning area into multiple plots. The granting of plots can then be used by the municipality to motivate the involved private developing parties in collaborating according to agreed upon standards.

12.3. Illustration of the Main Conclusion

In figure (37) below, the proposed partner-selection model can be found. The steps and complementary numbers used in the main conclusion description (§12.1) are the same to the ones used in figure (37) below.

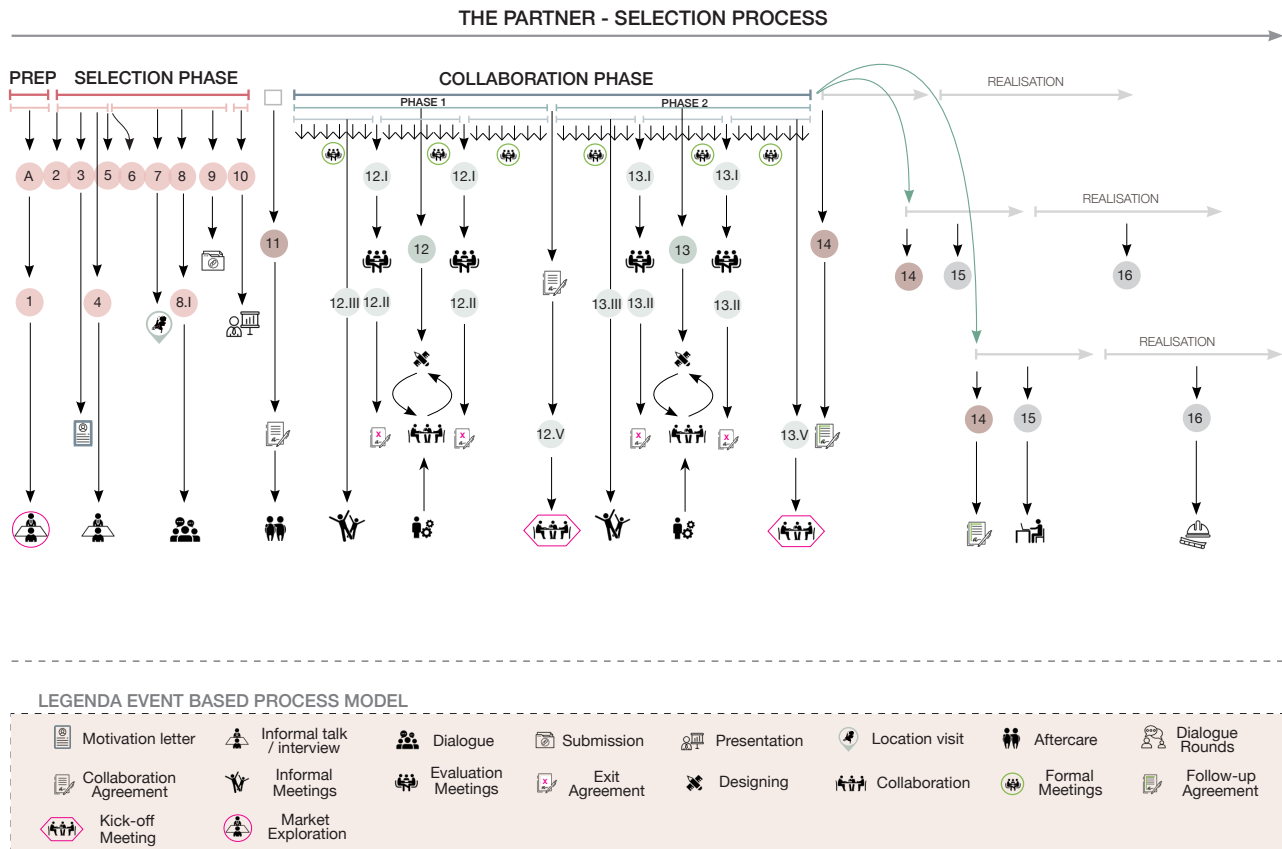


Figure 37. Final event based partner-selection process model

*For a bigger version of the final event-based process model, see Appendix 7.

12.4. Recommendations for the current tender system

In this paragraph, a recommendation is given regarding the current tender system, and its classical selection methods. The recommendations are derived from the lessons learned obtained during the empirical research, as well as the successes and risks of the partner-selection method.

An important lesson learned from this research is that introducing an additional tender method to the current traditional tender system requires slow integration and patience. A recommendation regarding the current partner-selection barriers is therefore to get both private and public parties to warm up to the idea of co-creation and trust. An important piece of advice is therefore to gradually start implementing characteristics of a partner-selection process into the current price and plan selection processes when possible. This has worked for the Smakkelaarsveld case, and has given the municipality, specifically the RvB and B&W the confidence that a partner-selection process is realistic and promising.

RESEARCH DISCUSSION

13. DISCUSSION

13.A. Discussion: research findings

The deliverable of this master thesis, and thereby, the answer to the main conclusion took the form of an event-based process model. The partner-selection event-based process model is a proposal specifically designed as a step by step recommendation, directed at the municipality as the initiator of a municipal land development. The process proposal is organised with events and elements, in a recommended chronological order. The events and elements, however, are not bound by time as well as placement in particular- the events and elements can therefore be moved along the process, depending on the type of urban area development, as well as the subsequent time constraints / circumstances. The basic organisation of the process model was achieved through comparing the processes of the case studies explored, in regards to the lessons learned. The third and fourth sub-questions focussed on the collection of critical success factors, and the respective methods of organisation in order to be able to arrange the process model in such way that it could achieve the success factors. This led to the establishment of a final end product in which an extensive process model was designed which accommodates for the formation and continuation of successful partnerships. A constraint regarding the final deliverable (§12.2 & §12.3) however, concerns the fact that the soft success factors (organisational and relational) responsible for successful partnerships were explored in further detail than the hard success factors (legal and financial). The final deliverable could have therefore been a lot more concrete if the hard success factors were researched to the same extent as the soft success factors. However, the hard factors, particularly the contractual agreements as well as selection criteria obtained should provide for a secure enough stepping stone on which can be built upon in the future.

Moreover, the main soft (organisational and relational) success factors explored in this research, are referred to as factors that are imperative for the formation and continuation of successful partnerships. However, it is important to recognise that the soft success factors do not guarantee successful partnerships, but instead, increase the chance of obtaining successful partnerships. Furthermore, just as the success factors are essential for the collaboration phase of the partner-selection, they can also be considered impactful in regards to the current traditional methods where the formation and continuation of partnerships may also be desired. It may therefore be interesting to implement the methods of organisation, explored in this research, into the collaboration processes of current tender methods. Further research needs to be done however, to appropriately tailor the methods of organisation to the current tender methods, if desired.

13.1. Discussion: research design, literature review

In practice, the partner-selection procedure is a new phenomenon. This means that the literature available on this topic is particularly scarce. Additionally, the literature that is available is limited in terms of details, as the knowledge available on how to potentially organise a partner-selection process is superficial. The main source of literature used in this master thesis regarding the topic of partner-selection was therefore the recently published *Reiswijzer Gebiedsontwikkeling 2019-* written by Kersten, R. A. E. M., Schroots, S.M.F., Amerika, H.A., & Bregman, A. G. (2019). This was due to the fact that this publication took the first steps in outlining the partner-selection process. However, obtaining most information from a single source could have potentially increased the risk of accumulating biased information. It could therefore be very interesting to further explore the partner-selection phenomenon beyond the borders of the Netherlands, especially in regards to public-private partnerships. For example, in England, private-sector lead urban area developments set the tone as there is no active municipal land policy set in place. The collaboration culture in England is therefore interesting to analyse as the English approach (and its lessons learned) could be used to potentially improve the Dutch situation. More importantly, the insights obtained from English practice could be used in regards to the optimisation of the partner-selection process. This can be done through understanding the successes and obstacles learned from abroad, in order to make the partner-selection process in the Netherlands more robust. Furthermore, as the partner-selection process entails extensive public-private collaborations, different sectors in which a high degree of collaboration, complexity and uncertainty is apparent can be explored to attain further lessons learned. For example, the IT industry - as it is an interesting sector to explore (in terms of contracts and collaboration) due to its innovative nature. Just like with intricate urban area developments, the IT sector faces many changes, new trends, and new technological advancements- requiring partnerships based on trust and smart contracts (Fakton, 2019). Moreover, to acquire a more extensive understanding on how the soft factors can be organised within a public-private collaboration, the psychological side of the soft factors could be researched further to obtain further insights into the behavioural aspects of a partnership. It could provide for an extra dimension in

which the human interaction between both public and private parties can be understood and integrated further. In comparison to the partner-selection phenomenon, a lot of information was found regarding the success factors needed in order to obtain successful partnerships- making those findings more reliable as well as valid.

Due to the lack of information regarding the partner-selection procedure, the new phenomenon is researched further through exploring three case studies in which a partner-selection process has been used to bring about a municipal land development.

13.2. Discussion: research design, case studies

As mentioned earlier, partner-selection has not yet been carried out extensively in practice. In fact, there are only a few cases in which the partner-selection process has been carried out fully or partially. This master thesis therefore explored the only three known case studies in which a partner-selection was carried out. However, the case studies were not entirely ideal for comparison purposes. This was due to the fact that only the RijswijkBuiten municipal land development was fully carried out as a partner-selection, whilst the NYMA-terrein municipal land development is still in progress, and the Smakkelaarsveld municipal land development was a hybrid model- in which only the pre-selection was carried out as a partner-selection. This meant that the processes could not be compared to the fullest extent in terms of process and its chronological organisation- which potentially weakens the reliability of the conclusions made. However, all the case study partner-selection processes explored had similar events and elements to compare as well as methods of organisation. This allowed for substantiated conclusions as well as the achievement of useful lessons learned.

The case studies also provided for interesting insights into case documents, especially the NYMA-terrein case allowed for an in-depth study. The opportunity to look into the contractual agreements as well as the tender documents in consultation with the professionals in charge of creating the documents, provided for further insights into the lessons learned, and what would need to be done differently in the future.

When conducting the cross-case analysis, it was also interesting to see that the fundamental elements of the partner-selection processes were similar to the traditional tender methods. This was as expected, and confirmed the practicality of the partner-selection process. Furthermore, it was interesting to see that with only a few changes to the selection process- all the difference could be made in terms of choosing a partner instead of a plan.

13.3. Discussion: research design, semi-structured interviews

The semi-structured interviews provided for the opportunity in which extensive conversations could be held with the interviewees. It allowed for a further in-depth analysis of the partner-selection processes, and resulted in the collection of many lessons learned. Additionally, almost all success factors obtained from the literature review concerning the formation and continuation of successful partnerships were confirmed by the interviewees to be essential for the partner-selection process, in particular the collaboration phase subsequent to the selection phase. The semi-structured interviews also provided for new success factors, and brought about the notion that a strong legal foundation in terms of contracts and process set-up is the foundation of carrying out a successful partnership.

For each case study, semi-structured interviews were held with the involved municipality as well as the private developing parties. It was interesting to see that the municipal representatives interviewed (who initiated and set up the partner-selection processes) were very enthusiastic about the process that they had designed, whilst the involved private developing parties were more critical and were able to give more lessons learned. Additionally, prior to conducting the interviews, there was an expectation that the interviewees would be entirely optimistic about partner-selection. It was however noted that despite their advocacy of the partner-selection tool, there was also a common realisation amongst the interviewees that they understood and recognised the barriers of the partner-selection tool. However, many interviewees were unsure about how to concretely overcome the barriers, this should therefore be given more attention in future research in order to optimise the process, and increase the chances of frequent and realistic implementation of the new tool. Despite the barriers, the municipal representatives were able to give more extensive answers to the interview questions regarding the success factors necessary to create and maintain successful partnership (within the partner-selection process). This provided for the first stepping stones in designing an exemplary process model.

Furthermore, due to the fact that the graduation trajectory came along with a set timeframe of nine months, it was not possible to conduct multiple interviews with different interviewees for each public and private party involved in the three cases. For those cases, where only one interview was held with each public and private party, it could have potentially limited the credibility due to the one-sided perspective.

13.4. Discussion: research design, expert panel

The expert panel provided for a great way to validate the preliminary conclusion (§10.10.1 & §10.10.2) as well as to obtain feedback subsequently. Through organising the expert panel, it was particularly important to explore whether or not the process model could be applied in practice, and whether or not the events and elements recommended were appropriate. Moreover, it was also imperative to explore which essential events and elements were potentially missing in order to improve the process as well as to make it more realistic and practical. However, as the expert panel played a significant role in optimising the preliminary event-based process model into the final deliverable (§12.2 & §12.3), it should have been organised in such way that the results of the expert panel could have been more credible as well as unbiased. This could have been done through composing the expert panel of more participants- through increasing the number of experts on the panel. For example through doubling the representatives (professionals) of each party (private developing party, process manager and legal advisor) in order to decrease the bias. However, this was not possible due to the fact that the partner-selection selection method is a new phenomenon, and the number of professionals available whom are knowledgeable and experienced regarding the topic are scarce. Furthermore, it would have been very educational to also have had a municipal representative on the expert panel. This however, was also not possible due to the scarcity of municipal representatives available with the necessary knowledge and experience in regards to the partner-selection method.

13.5. Research limitations

The main limitation of this research comes as a result of the inexperience of the interviewees regarding partner-selection. Many suggestions and recommendations given by the interviewees are based on a single case of experience, as almost all interviewees have only organised or participated in a partner-selection once. Also, even though the main success factors obtained from this research are fairly common when it comes to a public-private collaborations, the methods of organising the success factors specific to the partner-selection process are still presumptuous due to inexperience.

Furthermore, the event-based process model proposal (§12.2, conclusion) has taken into account almost all aspects of the partner-selection process in order to be able to organise it in practice. However, this also means that it is just the first step into fully understanding how it can be designed in the most optimal manner. Additionally, the proposal is also mainly focussed on the project group level (which includes the municipal representatives and private developing party representatives whom are in the development team), with only a few references made to the other organisational levels (work groups, steering groups / board of directives, B&W, RvB, etc). This means that the event-based process model designed in this master thesis is directed at one layer of the organisation. Moreover, the events and elements organised are mainly focussed on establishing healthy relationships between the municipality and the private developing party, as well as providing for the appropriate conditions for both parties to collaborate successfully. This means that there are aspects of the partner-selection process that have not yet been researched.

Finally, organising a partner-selection process is also subject to customisation as each municipal land development is different in terms of planning, location, stakeholders, etc. This means that the end-product of the research is a tool to guide municipalities in setting up a partner-selection process, but not a set in stone procedure that could be implemented straight away in practice. Also, this master thesis focussed on municipal land developments in which the municipality's intent is to establish housing and commercial real estate. This allows the partner-selection to be carried out as a form-free selection procedure, with potentially a small procurement (subject to procurement law) on the side in regards to the development of the entangled public spaces. However, this limits this particular research, as it does not focus on municipal land developments in which the municipality's intent is to establish public real estate- thereby limiting this research in terms of the potential implications the partner-selection procedure could face when entirely subjected to the procurement law.

13.6. Future research recommendations

Success factors

As mentioned earlier, this research has resulted in the creation of a partner-selection process proposal. It serves as the first steps towards obtaining a grip on the new phenomenon. It is therefore crucial, to study each aspect of the partner-selection process designed in further detail. An aspect of the partner-selection process that could be researched further concerns the needed contracts and the subsequent complementary elements that could lead to establishing a waterproof foundation for the partner-selection process. Additionally, the selection criteria through which the most suitable private developing partner is chosen, could also be researched further in order to be able to figure out exactly what is needed to guarantee a successful selection. Moreover, the organisational and relational success factors can also be studied to a further extent when more partner-selection processes have been carried out- as it would provide for more mature lessons learned.

Barriers

Furthermore, this research also touched the subject of the current and potential barriers that the partner-selection phenomenon is facing. In future research, it is imperative to explore how these barriers can be overcome, and how the biggest barriers such as distrust and fear can be structurally dealt with.

Added value

Additionally, the advantages of the partner-selection method are currently still hypothetical. In future research it would therefore be essential to explore what the exact advantages are in terms of time, money and development quality. If this can be done, it could potentially convince more parties (public and private) to advocate, participate and initiate partner-selection procedures.

Procurement system

Also, there are currently many doubts about the partner-selection process in relation to the procurement system, and when it can and can't be used. Further studies into this subject could erase the doubts on whether or not it is an appropriate tender method, and specifically, when it is appropriate.

Future discussions

Finally, bringing the proposed partner-selection process model to the attention of more professionals, as well as critics, could bring about further discussions concerning the effectiveness and practicality of the proposed event-based partner-selection process model. This could bring about further lessons learned in order to optimise the partner-selection process.

RESEARCH REFLECTION

14. REFLECTION

14.1. Topic selection

At the beginning of this graduation process, I was indecisive about which topic would spark my interest. However, I was determined to research something that would be scientifically relevant, but more importantly, relevant in practice. As the search for a graduation topic did not go as smoothly as planned, I decided to intern at a real estate developer, where I joined the concept development team- which was specialised in competing in tender procedures regarding urban area developments. During my time on the team, I realised that the current tender system had its flaws, and that instead of optimising development plans, it often also stood in the way of creating optimal plans. This was especially the case when creating plans for complex urban area developments. This triggered my interest on the topic of partner-selection, as it was supposedly a more suitable tender instrument for complex urban area developments- especially as it focussed on forming partnerships and the act of co-creation. When I embarked my research on this topic (partner-selection), it was broadcasted on many real estate development platforms, as well as by partner-selection advocates, such as AKRO Consult. This was a huge personal motivation, as there were many professionals whom were interested in the partner-selection method, but had no real clue about what it entailed. It therefore felt like the perfect challenge for me to take on.

As partner-selection was and still is a new phenomenon, I decided to join AKRO Consult as a graduate intern to obtain their knowledge and experience on partner-selection. Furthermore, the partner-selection topic also concerned complex urban area developments, which is an aspect of the real estate industry that has interested me from the very beginning of my academic career.

14.2. Research relevance:

Scientific relevance

This master thesis is part of the Sustainable Area Transformations graduation laboratory. The laboratory is provided by the Urban Development Management chair of the Management in the Built Environment department, TU Delft. Prior to conducting this research, it was deduced that the partner-selection phenomenon, as well as its process were not yet scientifically researched. Furthermore, even though the success factors of public private partnerships have been extensively researched in existing literature, non were tailored to the partner-selection method. These two shortcomings were therefore introduced as scientific gaps. This master thesis, has contributed to taking the first necessary steps in filling these gaps through analysing case studies, conducting semi-structured interviews and through organising an expert panel. Of course, I am very much aware, that the results obtained should be built upon further through exploring more partner-selection cases in the future, and through obtaining more lessons learned. After all, its a new phenomenon.

Practical relevance

The practical relevance of this research is brought about by the end-product. The event based partner-selection process model proposal is a recommended process design, in which important events and elements are organised in order to accommodate for the formation and continuation of a successful partnership. This process model can be used by municipalities as a guiding tool / exemplary process when setting up their own partner-selection process. Also, it gives municipalities as well as private developing parties an insight into partner-selection and its respective advantages. Furthermore, this research also addresses the potential barriers that the partner-selection process is currently facing. In practice, this can be advantage, as when professionals can anticipate and be aware of the existing barriers. Of course, also in regards to the practical relevance, I am very much aware, that the end-product is only the first stepping stone.

14.3. Reflection on methods

Literature review

The literature review process of this graduation research went fairly well. Existing theory provided for a good starting point on which a partner-selection process model could be built. Also, theory provided for many success factors regarding the formation and continuation of successful partnerships. The success factors and the basic knowledge on partner-selection provided for a good starting point on which the interview protocols were set-up. Of course, due to the scarce knowledge on the topic, partner-selection, the nature of the research was very explorative. Throughout the process, I found this quite difficult, because I had no real grip on the topic, especially when conducting the semi-structured interviews. This in turn provided for many doubts along the way. However, through conducting many empirical field studies, and through regularly

speaking to both partner-selection advocates and critics, I was able to substantiate my findings without a whole lot of theoretical background.

Case studies & Interviews

Studying the chosen case studies, and conducting the semi-structured interviews with the involved municipal and private developing party representatives, was the most motivating and exciting parts of the graduation process. It provided for a professional perspective, instead of purely a scientific one.

Conducting the semi-structured interview definitely came with a learning curve, as the first few interviews conducted did not go according to the interview protocol. This was sometimes frustrating, as I did not end up obtaining all knowledge that I wanted to achieve. However, after a few times, I noticed that it was a lot easier to approach the interviews with topics instead of fully thought out questions. Conducting the interviews with the main topics of my research in the back of my mind allowed for more organic conversations as well as useful discussions. Moreover, as I went on to do more and more interviews, I also started to understand what the partner-selection process really entailed, and what the respective barriers of the process were, it enabled me to conduct more in-depth interviews, which in turn provided for more detailed results.

Furthermore, I was very worried about being able to schedule all semi-structured interviews with those involved in my chosen case studies. To my surprise however, all professionals whom I had approached were very enthusiastic about my research, as well as in partaking in my research through agreeing upon scheduling an interview meeting. This was also very motivating, and it showed me that my research was indeed useful, and if done properly, could help give professionals the first grip on what partner-selection really entails.

Expert panel

The expert panel was extremely useful in terms of validating as well as improving my preliminary conclusions. However, it would have been a lot more useful if more participants could have joined the discussion. Looking back, I underestimated the importance of a feedback as well as validation moment. I only realised after the expert panel that it had been of tremendous use, and that it uplifted my work to a higher level. The expert panel also gave me the confidence and motivation to present my partner-selection event based process model design, and to be truly proud of it.

14.4. Reflection on conclusions & findings

The end-product of my master thesis ended up unfolding in a slightly different manner than initially intended. Initially, I planned on creating a process model, in which success factors could be implemented in order to optimise the chances of forming and sustaining successful partnerships. However, along the way, I realised that the success factors were a way of guiding the organisation of the partner-selection process. I ended up using the recommended methods of organising the success factors obtained from empirical research (in combination with theory) to optimise the partner-selection process created as a result from the cross case analysis (synthesis). Additionally, decisions were also made regarding the prioritisation of success factors, and which ones were to be explored in more detail. In this research, the soft success factors (organisational and relational) were explored to a greater extent than the hard success factors (legal and financial). However, in the process of conducting this research, it became apparent that the harder factors were profoundly more important (than initially thought) in order to be able to organise the soft factors leading to successful partnerships. The research therefore took a turn into exploring the hard success factors further for so far possible. The results, and thereby the conclusions of this research, could therefore have been a lot more foolproof if the hard factors were researched to the same extent as the soft factors.

The final end-product ended up as an event-based process model, which is a proposal that serves as a recommendation / guiding tool for municipalities who are looking to set up a partner-selection procedure. However, it is important to remember that it is the first version of many versions to come. I am personally pleased about the end-result, and I am hoping that it could provide for a real good first stepping stone for many more researches to come.

14.4. Personal reflection

Role as a researcher

During the entire graduation process, I took my role as a researcher very serious. However, due to my determination to make the most out of the time that I had, I found myself over-researching topics that were directly necessary. Looking back at my process, I noticed that I find it difficult to get rid of information, and

to write to the point. I realised that I have the tendency writing down everything I know, making it difficult for me to write to the point, and to create a clear red line throughout my thesis. Additionally, I came to recognise that I am a perfectionist, more so than I initially thought. My perfectionistic nature comes in handy as I generally produce products that are well taken care of. However, it also slows me down. During the entire process I noticed that I focussed on the tiny details instead of focusing on the bigger picture- which was more important when deadlines came up. I have come to terms with my perfectionistic character however, but I have definitely realised that I need to learn to not always do things perfectly, as it costs of a lot of time. This is something I will need to work on in the future.

Furthermore, I have also come to the conclusion, that taking on the role of a researcher, is not necessarily the career path that I desire. During the research process, I realised that I felt isolated, and I often had to convince myself to stay motivated. I learned that working in a team suits me better when looking back on past experiences. Finally, I have also learned to say 'no'. Prior to my graduation process, I would always say 'yes' to everything, I would always put the needs of other people first, before my own- simply because I was afraid of letting people down. However, during my graduation process, I realised that if I wanted to graduate on time with the desired quality, I had to turn down other people, and say 'no'. When I said 'no' for the first time, I realised that it did not really matter, and that people generally understand when you're not able to do something for them due to time constraints and personal wellbeing. This was an important insight that I obtained- it has made prioritising easier.

Role as a graduate intern

Working on my graduation research at AKRO Consult was always hugely motivational as each and everyone at AKRO Consult recognised the practical relevance of my work. It was however difficult to leave the comfortable environment of the TU Delft, where I knew everybody and was surrounded by friends. However, this too was an important learning experience, as I learned to become accustomed to office life, rules, and environment. I am absolutely sure that this is going to be of huge help when commencing my career, and entering the professional world.

Moreover, I was also able to first handedly see and experience what it could be like as a consultant advising the process of major urban area developments. This experience will be of great help when deciding which career path to take on.

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16. APPENDIX 1: BACKGROUND INFORMATION

The Direct Award:

- The direct award (Dutch: de één-op-één gunning)

This type is one of the simplest and fastest methods in practice and includes the direct award of a market party (de Zeeuw, 2018; Kersten et al., 2019). The direct award can be chosen as a strategy when, (1) municipalities own the land to be (re)-developed and initiates a (re)-development (ten Have (ed.), 2017), (2) market parties are developing and/ or are in ownership of neighbouring land (de Zeeuw, 2018; Kersten et al., 2019), (3) a market party submits an attractive plan for the (re)-development of the area (de Zeeuw, 2018).

When choosing this form of procurement, the (re)-development assignment must stay within the boundaries of the tender jurisprudence- specifically the Müller-Arrest, which specifies that: (1) the sale of land by a municipality is not a public assignment bound to a governmental contract (PIANOo, n.d), (2) requirements that go beyond the usual spatial planning requirements should be prevented, (3) building duties and/ or other legal enforceability's should be avoided, and (4) municipalities should bear no risks and co-fund none of the assignments (AKD, 2019). When the assignment is classified within these boundaries then there is a chance that no legal impediment will be held against this approach. The municipality can then use the direct award to sell land to the the market party, who can then realise the (re)-development within the boundaries of the applicable land use plan (de Zeeuw, 2018).

When using the direct award as a procurement method, municipalities must must act in a market-orientated and transparent manner as well a comply with the state aid rules (ten Have (ed.), 2017). Also, requirements such as competitive sales prices as well as good substantiations given to market parties must be provided when choosing a particular partner (de Zeeuw, 2018). However, this form of procurement is often excluded from the very beginning as the municipal's purchasing and sales policy often requires that selling municipal land requires some form of competition to take place- even though there is enough reasoning to why it would be more efficient to opt for a direct award (Kersten et al., 2019).

Current market selection types:

- The 'meervoudig' privately negotiated selection (Dutch: meervoudig onderhandse):

The 'meervoudig' privately negotiated selection procedure is a market selection method in which the initiating party (for e.g. the municipality) on own account invites a number of (market) parties to participate in the tender procedure (Kersten et al., 2019). This type of tender can be carried out when the urban area development is not subject to the EU procurement law. It can, on the other hand, be used when subject to the national procurement law (Kersten et al., 2019).

- The selection with dialogue (Dutch: selectie met dialoog)

A selection with dialogue is also a form-free private selection in which the initiating party (on own account) invites a number of (market) parties. In addition to the private selection, this particular procedure also provides for the opportunity in which the initiating party can organise dialogue rounds with the participating market parties (Kersten et al., 2019).

Current procurement types:

- The classic procurement: (Dutch: de klassieke aanbesteding procedures)

In practice, the classic market selection methods are still commonly used. Municipalities are often very familiar with the classic methods and prefer to use it as it is within their comfort zone (NEPROM DVDP, 2019). Also, besides some negative comments on the classic methods, they also have many good elements, and have often lead to successful results. Especially in urban area developments which were less complex (NEPROM DVDP, 2019).

The classic method comes with a development assignment consisting of the following aspects: (1) a plan, (2) a bid, (3) risk acceptance, and (4) a well defined and concrete description of the requirements of the assignment (PIANOo, n.d; de Zeeuw, 2018). The possible classic market selection methods are (de Zeeuw, 2018):

1. The open procedure (Dutch: de openbare procedure):

The procedure commences with an announcement of the contract via TenderNed- which is the current platform in the Netherlands for publishing public tenders (Nase & Wong, 2017). This method allows for all market- parties to join. In one phase, a market party's submission is reviewed and assessed, and the

winning party is chosen by the municipality (Kersten et al., 2011). The assignment is awarded on the basis of three options: the the best price-quality ratio, the lowest costs based on cost-effectiveness, or the lowest price. Within this procedure there is no room and allowance for negotiation (PIANOO. expertisecentrum aanbesteden, n.d). This procedure is therefore especially useful when selecting a market party based on a bid (Kersten et al., 2011).

II. The restricted procedure (Dutch: de niet-openbare procedure):

The restricted procedure commences with an announcement via TenderNed in the EU publication journal. The market parties and their bids are assessed in two separate rounds. The competing parties must meet the minimum compatibility requirements, where no exclusion grounds may apply to those participating (PIANOO. expertisecentrum aanbesteden, n.d). In the first round, the most suitable candidates are selected, it is often called the qualification phase (Kersten et al., 2011). In this round generally five candidates are chosen from the pool of all applications based on the selected criteria predefined and communicated beforehand. The selected private parties then make an entry, registrations which are assessed in the second round. This round is often called the award phase. The contract is awarded to the party on the grounds of best price-quality ratio, the lowest cost based on cost effectiveness, or the lowest price (PIANOO. expertisecentrum aanbesteden, n.d). The selection in the qualification phase (first round) depends on the basis of exclusion grounds, minimum requirements and/ or references (Kersten et al., 2011).

• *The classic competitive dialogue: (Dutch: de klassieke concurrentiegerichtte dialoog)*

This form of procurement is an EU- procurement procedure which is particularly designed for complex assignments (Kersten et al., 2011). This form does not include detailed descriptions of the wished output for the assignment, instead, this form allows for a starting point where no the assignment has no clear end goal / solution. This means that the assignment given out by the public party to the private party has no specifications on: technical, legal, and financial elements. The aim of this particular method is therefore for public and private parties to find a solution together through conducting dialogue rounds (PIANOO. expertisecentrum aanbesteden, n.d; de Zeeuw, 2018; Kersten et al., 2011).

The dialogue rounds take place one-on-one, and ends with market parties handing in a definitive submission of a plan. The plans are then reviewed and assessed whereafter the award takes place (PIANOO. expertisecentrum aanbesteden, n.d; de Zeeuw, 2018; Kersten et al., 2011). According to de Zeeuw (2018), this method may seem ideal, but it is extremely time consuming and expensive.

• *The market selection light: vision & approach (Dutch: marktselectie - light)*

This type of selection process is not a formal selection method, rather, it is a method for selecting in competitive environments (Veenhof, 2018). It focusses on selecting a market party based its vision (of the concerning urban area development) and its respective plan of approach/ action. Also, the quality of the (limited number) invited market parties is taken into consideration when awarding a market party.

The light market selection process aims to lighten the award criteria of the procedure, which theoretically leads to a decrease in costs invested and time spent during the process, whilst at the same time obtaining higher levels of output quality (ten Have (ed.), 2017). This type of procedure is very much applicable when urban area developments are complex, long-term orientated, and uncertain (when municipalities have no clear end-product in mind, and when market parties cant submit complete bids due to many uncertainties). Also, within this procedure, municipalities instate a series of dialogue rounds with the competing market parties to explore their visions. These dialogue rounds are used as consultations- which are carried out to aid in choosing one vision or partner for the (re)- development of the concerned urban area (Neprom & Akro Consult, 2011; ten Have (ed.), 2017; de Zeeuw, 2018)

Public - Private Partnerships

In the Netherlands, when carrying out urban area developments, it is almost impossible to go about it without any form of public- private partnerships (PPP). The partnerships formed are in terms of: roles and responsibilities, power and risk distribution (de Zeeuw, 2018). Important to mention is that the public-private partnerships methods have become lighter since the economic crisis (de Zeeuw, 2018).

The Dutch system know six main partnership methods, them being: (1) the Traditional model, (2) the Building Claim model (Dutch: Bouwclaim), (3) the Joint-venture Model - by agreement, (4) the Joint-venture Model - legal entity, (5) the Concession model, and (6) the Private Exploitation

The Traditional Model

When this method is used, the municipality is responsible for the total planning and land development. It therefore also carries all corresponding and associated risks. Private parties take over once the site preparations have been done and the land has been put on the market (de Zeeuw, 2019; ten Have, 2017; Kersten et al., 2019). The potential downside of this model is that the entire urban area development is entirely regulated and steered by the local municipality, meaning that it lacks the knowledge and experience from private developing parties (de Zeeuw, 2018). Prior to the crisis, this model was often used when developing industrial terrains and residential areas (de Zeeuw, 2018). Since the crisis however, the popularity of the model has been decreasing (ten Have, 2017).

The Building Claim Model

In this model, private parties (market parties) acquire land and sell it to the municipality. In turn, the private party obtains a building claim- which gives private parties the right to develop (real estate) on the land (de Zeeuw, 2018; ten Have, 2017; Kersten et al., 2019). This transaction concerns agreements about: the price at which the land is sold to the municipality, the future plan and program of the development, the phasing, and so on (de Zeeuw, 2018). When choosing to take on the building claim model, municipalities remain in charge of the urban area development (de Zeeuw, 2018; ten Have, 2017; Kersten et al., 2019). Furthermore municipalities benefit from the expertise and knowledge of private parties, and they benefit from the increase of land value over time. Market parties also benefit, as they are able to lower and cover their risks. However, there is also a downside to this model as it opportunistic traits- this is due to its nature as it takes the financial interests of public and private to hart without actually attending to increasing quality, flexibility and speed (de Zeeuw, 2018).

This model was very popular before the economic crisis, however it has since become less favourable. This is because during the crisis, private developing parties had no more interest in using their claim to build- leaving the municipality high and dry with their purchased land (de Zeeuw, 2018).

The Joint-venture Model - by agreement

This model allows for the formalisation of public-private partnerships without the need to set up an entity. This model generally allows for the desired flexibility, depending of course on the agreements made. This means that this form of public-private partnership is an agreement to jointly develop an area, whilst essentially developing alone (Kersten et al., 2019)- Developing Apart Together (de Zeeuw, 2018). As the involved parties are only bound to what they jointly agree upon, they are able to tailor their cooperation to their needs and interests but also to the requirements of the concerning urban area development. A risk however is the commitment. When for example the trust between parties is insufficient, a party can decide to terminate the agreement and independently continue the development (Kersten et al., 2019).

The Joint-venture Model - legal entity

The redistribution of land through a joint public-private enterprise (Dutch: Grondexploitatie Maatschappij - GEM) forms the core of this partnership. The enterprise is often established as an entity, and can also be entrusted with the land development. When taking on this joint-venture model parties can share the roles and responsibilities, as well as the involved risks (Kersten et al., 2019).

During the economic crisis, various joint-venture models were terminated as a result of the lack of built in flexibility. The joint-ventures that did survive the crisis were mainly due to the trust and commitment of the parties involved. Nowadays, new joint-venture partnerships have been reappearing- it is important that flexibility becomes a priority (Kersten et al., 2019).

The Concession Model

When this model is used, the municipality sells the concerning land to a private developing party with a concession contract. This is usually done after a tender. The concessions contract allows for private developing parties to control and steer the urban area development within set planological and municipal conditions/requirements (de Zeeuw, 2018; ten Have, 2017). This model is particularly interesting when municipalities have limited capacity and knowledge to carry out (part of) the project, and/or is unable to carry the reciprocal risk (Kersten et al., 2019).

The Private Exploitation Model

In practice, the this model is usually used when private developing parties develop on privately owned land (de Zeeuw, 2018).

Types of real estate developers:

According to de Zeeuw (2018) and Franzen et al. (2017), there are four types of developers:

- (1) Urban and project developers who focus on the concept- and plan development of the entire area, including land preparation and building realisation (de Zeeuw, 2018; Franzen et al., 2017).
- (2) Niche Developers who concentrate on specific inner-city projects and niche markets such as multinationals, and major clients who have specific portfolios such as Schiphol and the NS (de Zeeuw, 2018; Franzen et al., 2017).
- (3) Fee-concept developers who give advice in the phases in which concept and plan development take place. These developers can be described as advisors who work with limited risks as the risks taken are relative to their hourly input (de Zeeuw, 2018; Franzen et al., 2017).
- (4) Delegated developers who develop on behalf and in accordance with an investor (Franzen et al., 2017)

16. APPENDIX 2: CROSS CASE ANALYSIS IN-DEPTH EXPLANATION:

§10.2.2. Comparison recommended elements & events: extracted from case study process

A. Similarities

In both the RijswijkBuiten and the NYMA-terrein case, a market exploration (A) was recommended due to the positive experiences obtained from the perspective of the involved municipalities (whom organised the events) and the participating private developing parties. The added value of the market exploration regarded an understanding of whether or not the private developing parties: 1) were willing to extensively collaborate with the municipality as partners, 2) had similar / complementary mind-sets regarding the urban area vision, 3) what role they were willing to take on, and 4) how committed they were willing to be. For the private developing party it also had its benefits, as they could see whether or not the proposed way of working matched their DNA (working culture / mind-set). Also, in both cases, the market exploration had no strings attached.

A motivation letter (C) was used as a method of selection in both the NYMA-terrein and the Smakkelaarsveld case. It was recommended by interviewees of both cases, as it allowed private developing parties to present their professional as well as personal motivation, and it allowed the municipality to obtain a better understanding of the DNA of the participating private developing parties. A small difference concerning the use of the motivation letter regards the fact that Smakkelaarsveld used the motivation letter as an official scoring method, whilst in the NYMA-terrein case it was used as an unofficial pre-selection method in order to narrow down the long-list into a short-list. In the NYMA-terrein case, the motivation letter criteria elements (motivation, team composition, commitment, knowledge & experience, etc) were repeated in the official tender documents published at the start of the actual partner selection phase, so that the criteria elements could still be used as part of the final scoring.

The final presentations (J) were held in all three cases. However, the final presentations in the NYMA-terrein and the RijswijkBuiten case concerned the partner selection, whilst the final presentation held in the Smakkelaarsveld case concerned the plan-selection. The final presentations were recommended by interviewees from the NYMA-terrein and the RijswijkBuiten case. However, both case studies also concluded that the formality of the presentations did not particularly suit the soft side of the partner-selection method. It was therefore advised by both the municipalities and the developing parties to organise the final presentations in a more informal manner- for example, as a dialogue round, or an informal talk.

Also, extensive collaboration (M) in which both the municipality and the private developing parties work together as partners during the collaboration phase is and was appreciated by the involved parties of both the NYMA-terrein case and the RijswijkBuiten case. The involved parties were all advocated of co-creation, and understood the added value of working together as a team in complex urban area developments.

B. Differences

In the Smakkelaarsveld case, an interview (D) was held after the submissions of the motivation letters handed in by the participating private developing parties. This was highly recommended by the municipality of Utrecht, as it allowed for the opportunity in which further questions about the motivation letter could be asked. In the NYMA-terrein case this did not happen. However, after the official partner selection documents were submitted by the private developing parties, the municipality visited a reference location (I) of the participating private developing parties- this allowed for a moment in which further questions could be asked about the submissions. This location visit was followed by a second moment in which further questions could be asked- the final presentations. So there is a difference in events organised. However, the similarity lies in the reasoning behind the events, which is to organise an event after an official submission by the private developing party which is dedicated to giving the municipality the opportunity in obtaining further insights into the submissions as well as the intentions of the private developing parties.

Summary Similarities: The market exploration (2/3 cases), the motivation letter (2/3 cases), the final presentations (3/3 cases), the positive experiences with private developing parties and municipalities extensively collaborating together as partners (2/3 cases).

Summary Difference: The interview following the motivation letter (1/3 cases) and the location visit (1/3 cases). However, despite the similarity, both interview and location visit allowed for further questioning about submissions handed in by private developing party.

§10.2.3. Recommended elements & events: based on lessons learned

From all the three cases, the interviewees advised the instalment of dialogue rounds (F) during the selection phase, as it allows for the opportunity in which private developing parties can ask the municipality questions concerning the tender documents and the respective criteria elements. It also allows for a moment in which the municipality can get to know a private developing party, and to explain the 'why' behind the tender document criteria elements as well as their intentions. It is therefore a moment in which both parties can start to understand one another.

Frequently scheduled formal meetings (O) were also encouraged by interviewees from all three cases, as it provides for regular moments in which both parties can catch each other up on the progress made, as well as to discuss problems and successes. Regularly meeting allows for predictability, and a platform for a healthy information flow. It is also necessary for the build up of trust and a professional relationship between both the municipality and the private developing party. Trust is necessary for both parties to 'want' to be open and transparent towards one another.

Informal teambuilding (P) events were also recommended by interviewees from all three cases. They mentioned the benefits in terms of building up personal relationships amongst the involved parties. It allows for representatives of both parties to get to know one another beyond the professional relationship- this could allow for trust as well as an intrinsic motivation to 'want' to work together, as well as the be 'willing' to be transparent.

Organising frequent evaluation meetings (Q) during the collaboration phase also has a major added value, according to the results of all three case studies. It provides for the opportunity in which both parties can address problems & successes as well as re-evaluate and adjust the development content, and the collaboration nature when deemed necessary.

The results of the RijswijkBuiten case showed that the municipality recommended the organisation of a one-on-one talk (D) during the selection phase. The one-on-one talk provides for the opportunity in which the municipality and the participating private developing parties can get to know one another on a personal level prior to the final selection- instead of a moment in which only questions can be asked regarding the submissions (handed in by the private developing parties). The one-on-one talk adds another dimension to the selection process- a personal one, in which behaviour and attitude can be observed, as well as whether or not there is a mutual click between both parties. This was not recommended by interviewees of the other cases, but was strongly advised by the municipal representative of the RijswijkBuiten case. The recommendation came as a result of a lesson learned: that a mutual click as well as understanding between involved parties during the collaboration phase proved to be essential for the formation and continuation of trust, commitment and motivation. A similar event, a get to know each other moment (D), was also advised as a lesson learned from the NYMA-terrein case, for the same reasons as the one-on-one talk. A cross reference can also be made to the NYMA-terrein case, in which two moments were organised (the location visit and the final presentations) in which the municipality and the private developing parties could get to know one another besides the formalities of the selection process. This shows the importance of one-on-one moments.

An aftercare moment (D) was advised by an interviewee of the NYMA-terrein case. Municipalities must handle their decision with care and take the time to explain why the losing parties lost as the selection process is very personal.

From the NYMA-terrein case, an interesting recommendation was obtained on how to stimulate and maintain the motivation of both the private developing parties as well as the municipality. It regarded the organisation of the collaboration phase in terms of organising it in such way that it would be made up of several phases (N) - with each phase ending with an exit moment (N). Each phase could be organised according to milestones, deadlines and evaluation moments.

An independent third party (S) was mentioned as a word of advice by all interviewees of the NYMA-terrein case. Example independent third party: a process manager- who is unbiased, takes care of the process, and guards the agreed upon mutual goals, ambitions and norms. The process manager should be hired during important negotiation moments, such as the financial negotiations, as well as to oversee the overall

selection and collaboration process. He or she must also understand both the municipality's perspective as well as the private developing party's perspective.

Summary: the dialogue rounds (3/3 cases), the formal meetings (3/3 cases), the Informal teambuilding events (2/3 cases), the evaluation meetings (3/3 cases), the one-on-one talks & the get to know each other moments (2/3 cases), the aftercare moments (1/3 cases), the organisation of several phases with complementary exit moments (1/3 cases), and the independent third party (1/3 cases)- are all recommendations given by the interviewees of the explored case studies.

§10.5.1. cross case analysis: event based advice: events & elements necessary to organise the main success factors

Trust is created through maintaining relationships between public and private team members. An event that can be organised during the partner-selection, specifically during the collaboration phase are informal (teambuilding) events such as: BBQ's & Christmas dinners, excursions. Furthermore, trust can be organised through planning in regular formal meetings, such as: weekly meetings and monthly / yearly evaluation meetings- this allows for reflection in terms of collaboration and trust.

Another main success factors is motivation. According to the case study results- the collaboration phase should be set-up in phases. Phases can be organised using milestones which can be assessed through using critical success factors- which need to be directed at both the municipality as well as the involved private developing partners. Phasing the collaboration phase with milestones (e.g. development strategy / plan & SO, VO) keeps parties motivated as there are constant deadlines that need to be finalised. Also, building in exit-moments at the end of each phase can keep both parties motivated to adhere to the contractual agreements made prior- potentially safeguarding a healthy partnership. Furthermore, installing incentives throughout the process is also crucial- specially financial as well as development-based incentives.

Furthermore, flexibility and transparency need to be contractually agreed upon. However, process-wise, it is even more important to incorporate the participation of an independent third party which understands the goals and requirements of both the municipality and involved private developing party(s) in terms of transparency and flexibility. Additionally, the fairness of the process (especially in (financial) negotiations) as well as the smooth sailing of the entire process can be guaranteed further with an independent third party. Example independent third party: process manager.

The case study results in terms of event-based advice do not cover all organisational & relational success factors. The remaining success factors can however be organised in the selection phase with the help of the appropriate selection criteria as well all a good legal foundation (contract). The following paragraphs will cover this.

16. APPENDIX 3: EXPERT-PANEL- IN DEPTH EXPLANATION

§11.4. Results: Event & Elements

Practical feedback was given regarding the intention to add more moments in which the initiating municipality and participating private developing parties can get to know one another prior to the final selection. An additional event was given as a tip, namely to incorporate a location visit to the municipal land development. It was advised to organise this right after the pre-selection. It allows for private developing parties to ask further questions about the tender documents and concept intention or collaboration agreement, as well as for both parties to get acquainted with one another.

The discussion also led to acquiring an additional element to include in the event-based process model, which is the sharing of the assessment report (Dutch: beoordelingsrapport) after the final selection, as an element of the aftercare moment. The assessment report is made by the municipality in order to come to a decision on which private developing party to choose as the winning developing party. Once the assessment report has been shared with the winning and losing parties, the collaboration agreement can be signed by the winning party.

Finally, it was also recommended and elaborated on to organise a kick-off meeting at the beginning of each sub-phase / phase. The kick-off meeting should involve the gathering of all key representatives of each organisational layer (see figure, A.1). During the kick-off meeting, the sketch design, the prototype design or the final design is presented (depending on where in the process the development is at) by the private developing party. All key representatives of each organisational layer then has the opportunity to react to the plans presented. The private developing party then obtains all feedback in an integral manner. This speeds up the process and potentially dodges frustrations- as it is often frustrating for private developing parties to not obtain all feedback at once. This could potentially also motivate private developing parties, as well as the other involved parties.

§11.5. Results: Selection criteria

A. Preparation phase:

It is essential for the municipality to not only select the most suitable private developing party, but also the most suitable municipal representatives whom are able to act as partners to the private developing party representatives. It is important for the municipality and the private developing party to speak the same language, as it allows for the build up of trust. It is essential for the municipal representatives to therefore possess of the necessary knowledge and experience to act as a partner to the private developing party. After all, the whole point of a partner-selection is for the municipality to co-create with the private developing party. It is therefore important to not only set-up a desired partner profile for the private developing party, but also for the people who are going to represent the municipality. Both profiles must be complementary.

A few important competences that a municipality must have in order to be able to co-create with a private developing party: 1) municipal representatives must be able to think in the common interest of both private and public parties, 2) there must be a willingness amongst municipal representatives to conjointly commission certain product for the municipal land development, and 3) municipal representatives must also understand the importance of close knit collaboration nature of a partner-selection and its co-creation approach.

Additional private developing party desired profile elements: 1) the type of real estate developer (beleggende ontwikkelaar, bouwende ontwikkelaar, creatieve ontwikkelaar, ect).

Organising the selection procedure into two phases: the pre-selection phase and the partner-selection phase allows for an opportunity in which the private developing parties whom are not suitable are speedily filtered out. This also provides for a short-list in which the most suitable private developing parties enter the partner-selection phase.

B. Pre-selection phase criteria:

In this phase, it is important to focus on whether or not the private developing party is suitable to act as an appropriate partner to the municipality. Using the motivation letter as a method to guide the pre-selection was appraised.

Additional criteria elements obtained as a result of the expert panel: 1) financial stability of the private developing party (short and long-term), 3) organisational stability, 4) private developing party's business objectives, 5) DNA in terms of company scale and expertise, 6)

C. Partner-selection phase criteria:

In this phase, it is important to focus on which private developing party is most suitable for the type of municipal land development and the subsequent complexities that come along with it.

Additional criteria elements obtained as a result of the expert panel: 1) in the collaboration vision include references regarding: communication strategy, stakeholder involvement and approach, involvement of end-users, and collaboration approach with municipality. 2) Process vision in which the private developer is asked to describe how he sees the process unfolding. In this criteria element it is crucial for the developer to describe the following: process approach in terms of planning, milestones and feasibility studies (market conformity).

It is essential for the private developing party to describe its process vision in order for both municipality and private developing party to be able to unite the visions of both parties in order to obtain the most suitable game rules. Of course, both parties need to also set in stone the game rules that non negotiable.

§11.6. Results: Contractual agreements

For a private developing party, it is important to know what the end goal is, and whether or not there is a real chance of obtaining a return (profit) on real estate (Dutch: rendement op vastgoed). It is therefore crucial to set-in stone a follow-up agreement in the collaboration agreement (Dutch: samenwerkingsovereenkomst) that the selected private developing party has the right to purchase the location and develop the municipal land development once the collaboration phase has come to an end. This allows for the selected private developing party to have a deeper intrinsic motivation and commitment to the municipal land development.

In the intention (Dutch: intentieovereenkomst) and/or collaboration agreement (Dutch: samenwerkingsovereenkomst), it is crucial to set in stone the project organisation and the division of roles & responsibilities as well as the division of costs and risks between the project organisation groups. Furthermore, the decision-making organisational structure must also be set in stone contractually. It is important to contractually include the roles & responsibilities of each organisational layer. A common organisational structure is as following: the project group is responsible for the plan development and the feasibility study of the municipal land development. The steering group has the responsibility of taking the final decisions concerning the development plans. In some cases, the decisions made by the steering group need to also be checked by the R&W (Dutch: College van Burgemeester en Wethouders) and RvB (Dutch: Raad van Bestuur), as well as the Tender Board of the private developing party. This needs to be contractually organised. An example structure of the project organisation of a municipal development can be found in figure below.

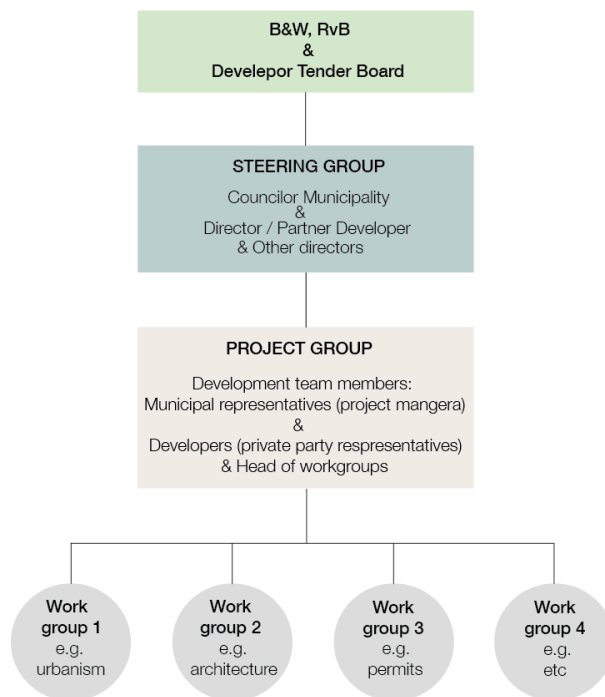


Figure A.1

Moreover, it is also important to agree upon the frequency of formal meetings per organisational layer. A realistic and appropriate number of meetings concerning the project group is once per week, and for the steering group it is crucial to organise a meeting once per two or four weeks. It is important to agree upon the frequency of formal meetings when it comes to organising the project as it allows for both the private developing party as well as the municipality to show that they are committed. It also allows for trust, as well as the motivation for involved parties to make actual progress.

In order to obtain a smooth decision-making process, it is essential to install a process manager who chairs the formal meetings of both the project group and the steering group. This could be very helpful as the interests of the involved parties often differ and don't align. It is therefore helpful to install an independent party whom has no interest in siding with one party, but is solely interested in aligning interest as well as finding common grounds. The independent third party is also essential in the build up of trust.

16. APPENDIX 4: INTERVIEW PROTOCOLS

Interview Protocol example - Municipality - NYMA-Terrein

A. Questions concerning the interviewee

- 1) Wat is momenteel uw rol in het NYMA-terrein project?

B. Questions concerning the NYMA case: The Selection Process (Het Partner-selectie proces)

- 2) Waarom is er, in dit geval, gekozen voor partner-selectie in plaats van plan/ prijs-selectie?
- 3) Hadden jullie een specifiek profiel van de gewenste partner voorafgaand opgezet?
> bijv. ervaring, kennis, expertise, plan visie, samenwerkingsvisie, etc?
- 4) De eerste ronde aan marktpartijen zijn onderhands uitgenodigd. Op basis waarvan hebben jullie deze marktpartijen gekozen?
> uit ervaring, connecties, goede verhalen.. etc?
- 5) Hoe hebben jullie het selecteren van een partner(s) aangepakt?
klopt dit: 1) bezoek op locatie van de marktpartijen door beoordelingscommissie aanvullend met dialoog, 2) Indiening aanbieding (met de onderdelen: kennis & ervaring & visie ontwikkeling & visie samenwerken & profiel, persoon, en commitment), 3) presentatie aanvullend met dialoog, 4) besluitvorming winnende partijen, 5) tekenen samenwerking-overeenkomst?
 - I. Hoe verliep het proces?
 - II. Waren er onderdelen van het proces die u minder effectief vond?
 - III. Waar hadden jullie het meeste aan en waar het minst?
 - III. Wat had anders gekund?
- 6) Hoe zit de risico verdeling in elkaar?
- 7) *Voor de Gemeente, draait een partner-selectie voornamelijk om het vinden van de perfecte partner om het gebied samen mee te ontwikkelen.*

Het is dus belangrijk om gedurende het selectie proces niet alleen te toetsen op de harde aspecten, zoals financiële en juridische zaken, zowel kennis en creativiteit, maar juist ook op de zachtere aspecten: bijv (uit theorie): click, vertrouwen, commitment, motivatie, transparantie, communicatie, common philosophy, etc.

**misschien ook nog verwerken dat er in de uitvraag hier niet echt om is gevraagd, en dat het lijkt alsof dit niet echt is meegenomen (de zachte aspecten).*

A. Vertrouwen

- I. Hoe belangrijk is vertrouwen nou eigenlijk, vanuit het perspectief van de Gemeente, in een partner-selectie proces?
- II. Wat is er in de selectie fase gedaan om vertrouwen onderling te creëren en stimuleren?
- III. Achteraf gezien, hoe had het eventueel anders gekund?

A. Vertrouwen- samenwerkingsproces

- I. Wat wordt er nu in de samenwerkingsfase gedaan om vertrouwen verder te stimuleren en natuurlijk te behouden?
- II. Is er nu genoeg vertrouwen onderling om een gezonde samenwerking voort te zetten?
- III. Achteraf gezien, hoe had het eventueel anders gekund?

B. Click

- I. Hoe belangrijk vind u de 'click' tussen jullie en de ontwikkelaar?
- II. Is hierop getoetst gedurende het selectie proces?
 - > Zo ja, hoe is er getoetst op een 'mutual' click?
**Was het de bedoeling om hierop te toetsen d.m.v. het onderdeel 'profiel en persoon'?*
 - > Terugkijkend, wat hadden jullie nog meer kunnen doen om de 'mutual click' verder te toetsen?
 - x Zo niet, waarom niet?

C. Commitment (motivatie)

In de tender uitvraag hebben jullie een onderdeel toegewijd aan commitment.

- I. Terugkijkend, wat waren de belangrijkste eisen om de commitment van de markt partij te garanderen?
- II. Terugkijkend, wat hadden jullie ander kunnen doen?
*bijv. welke eisen had u nog meer willen stellen?

D. Transparantie

In theorie komt transparantie ook vaak terug als een essentieel onderdeel van succesvol samenwerken.

- I. In welke mate is transparantie nodig voor een partner-selectie? Het is immers geen PPS maar juist een tender methodiek.
- II. Was transparantie ook een belangrijk aspect in dit selectie proces?
 - > Zo ja, **Hoe hebben jullie** transparantie in het selectie proces georganiseerd?
 - > Wat zijn belangrijke informatie stukken die tussen de gemeente en de markt partijen gedeeld moeten worden om een goede samenwerking te verzekeren?
- III. Wat zijn de lessons learned?

E. Communicatie

Communicatie is een belangrijk middel om elkaar als 'partners' beter te begrijpen en natuurlijk om 'up to date' te blijven over vorderingen.

- I. Zijn er in het selectie proces afspraken gemaakt over hoe de communicatie er uit komt te zien in het samenwerkingsproces?
- II. Achteraf gezien, hadden jullie hier andere, of juist meer afspraken hierover willen maken?

F. Common philosophy

- I. Wat zijn belangrijke 'common goals, interests en mind-sets' om te hebben om een samenwerking zoals deze te doen slagen?
- II. Xxxx

- 8) Achteraf gezien, zijn er nog andere zachte aspecten die belangrijk zijn om helder te hebben voordat het samenwerkingsproces van start gaat?
 - I. Hoe kunnen de genoemde aspecten georganiseerd worden?
- 9) Het is natuurlijk best moeilijk om van te voren al zeker te weten of 'partners' elkaar goed liggen, en of er een gezonde en effectieve samenwerking tussen de gemeente en de ontwikkelaar kan ontstaan. Dit kan je doen d.m.v. click, maar het is natuurlijk ook belangrijk om te kijken of de participerende personen van beide kanten (dus de gemeente, en de marktpartij) goed met elkaar kunnen samenwerken- en elkaar daarbij ook kunnen aanvullen.
 - I. Hebben jullie dit op de een of andere manier kunnen beoordelen?
 - II. Wat is een 'lesson learned', of een tip om de volgende keer toe te passen om de samenwerking tussen participanten te beoordelen?
bijv. management game, escape room, etc?
- 10) In het geval dat de samenwerking uiteindelijk niet gezond en effectief blijkt te zijn, hoe hebben jullie je op z'on moment voorbereid?
 - I. Wat zijn hierbij de belangrijkste uitgangspunten geweest voor de exit regeling?
- 11) Zijn er nog andere belangrijke financiële of juridische afspraken gemaakt die van uiterst belang waren voor het samenwerkingsproces?
 - I. Terugkijkend, had u nog andere afspraken willen maken?
 - II. Welke afspraken waren uiteindelijk toch niet heel handig?
*Intentieovereenkomst & Samenwerkingsovereenkomst.
- 12) Passen de gekozen partners uiteindelijk precies in het plaatje dat jullie van te voren in gedachte hadden? Of is het gewenste profiel gaandeweg veranderd?
- 13) Zijn er nog overige lessons learned?
 - Als u het overnieuw kon doen, had u dan bepaalde keuzes of beoordelingsmomenten

anders gedaan?

- Heeft u nog tips over hoe het de volgende keer nog beter/ efficiënter kan?

14) Wat vind u het grootste risico van een partner-selectie uitvoeren/ uitschrijven i.p.v. plan/prijs-selectie?

C. Questions concerning the NYMA case: The Feasibility Process (Het samenwerkingsproces)

Proces:

- 15) Hoe is het samenwerkingsproces ingedeeld/ gefaseerd?
- > d.m.v project mijlpalen (Deel I haalbaarheidsanalyse: ontwikkelstrategie & Deel II haalbaarheidsanalyse: ontwikkelplan) / evaluatiemomenten?
 - > zijn er ook nog formele en informele meetings georganiseerd? Hoe vaak? of bijv, brainstorm/ spar sessies
 - > Achteraf gezien, wat voor soort georganiseerde momenten zijn nog meer belangrijk om te voorzien om de samenwerking en het uiteindelijke eindproduct te bevorderen?

Zachte Aspecten:

16) Nu dat er twee partners zijn gekozen: Lingotto & Klokgroep, hoe wordt er gewerkt aan het behouden van- en het stimuleren van een goede en betrouwbare samenwerking tussen de gemeente, de twee private partners en de rest van het NYMA ontwikkelteam? Zeker nu dat jullie als het ware 'equal partners' zijn met de markt partijen..

A. Hoe wordt er in deze fase gewerkt aan onderlinge vertrouwen?

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

B. Hoe wordt er gewerkt aan commitment?

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

C. Hoe wordt er gewerkt aan wilskracht / motivatie?

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

D. Hoe wordt er gezorgd voor constante transparantie vanuit beide partijen (publiek & privaat)?

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

E. Hoe wordt er gezorgd voor gezonde en effectieve communicatie tussen beide partijen (publiek & privaat)?

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

F. Gemeenschappelijke filosofie.....

17) Zijn er nog andere belangrijke factoren die kunnen leiden tot een effectieve en gezonde samenwerking tussen partijen specifiek in het samenwerkingsproces?

- bijv. *Onafhankelijk procesmanager*
- bijv. *bepaalde afspraken in intentie/ samenwerkingsovereenkomst*

18) Zijn er ook factoren die juist een negatieve invloed heeft op de samenwerking tussen de publiek en private partijen?

Financiële en Juridische Afspraken:

19) Vanuit uw ervaring omtrent dit project, welke juridische afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?

- bijv. Heldere milestones, goede fasering, juridische prikkels, exit-strategie, etc?

- 20) Verder, welke financiële afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?
- bijv. afspraken over het delen van risico's, afspraken over gedeelde/ individuele kosten?
- 21) De gemeente heeft een publiek en private rol, hoe zijn jullie omgegaan met jullie publieke maar ook private belangen?

D. Barrières Partner-selectie

- 22) Wat waren de grootste barrières/ obstakels die u (de Gemeente) bent tegengekomen gedurende dit partner-selectie proces tot nu toe? *Gedurende het selectie process en het samenwerkingsproces.*
- hoe zijn deze barrières/ obstakels eventueel overkomen?
- wat zou u adviseren om de volgende keer anders te doen zodat deze obstakels vermeden kunnen worden?

E. De Do's & Dont's van Partner-selectie

- 23) Gezien uw ervaring, wat vind u de belangrijkste do's en don'ts van de organisatie van een partner-selectie?
*met betrekking tot het selectie process zelf en de samenwerkingsproces aansluitend?
- 24) Hebben jullie een uitgewerkt stappenplan voor het partner-selectie process?

A. General Questions

- 1) Wat is momenteel uw rol, als ontwikkelaar, in het NYMA-terrein project?
- 2) Had het feit dat Gemeente Nijmegen een partner-selectie had gekozen als tender methodiek een invloed op jullie keuze om mee te doen/ houding?

Echt als een partner van de Gemeente samenwerken moet natuurlijk wel iets zijn waar jullie voor open staan, en het moet natuurlijk ook binnen jullie bedrijfscultuur/ manier van werken passen.

B. Questions concerning the NYMA case:

- 3) *Nadat er x marktpartijen onderhands waren uitgenodigd- ging de partner-selectie natuurlijk echt van start.*

klopt dit: 1) bezoek op locatie van de marktpartijen door beoordelingscommissie aanvullend met dialoog, 2) Indiening aanbieding (met de onderdelen: kennis & ervaring & visie ontwikkeling & visie samenwerken & profiel, persoon, en commitment), 3) presentatie aanvullend met dialoog, 4) besluitvorming winnende partijen, 5) tekenen samenwerkingsovereenkomst?

- I. Hoe verliep het proces?
 - II. Waren er onderdelen van het proces die u minder effectief vond?
 - III. Waar hadden jullie het meeste aan en waar het minst?
 - III. Wat had anders gekund?
- 4) Hoe zit de risico verdeling in elkaar?
 - 5) *Voor de Gemeente, draait een partner-selectie voornamelijk om het vinden van de perfecte partner om het gebied samen mee te ontwikkelen. Het is dus voor de Gemeente cruciaal om haar gewenste partner te vinden, maar dit geldt voor de ontwikkelaar uiteraard ook.*

Het is dus belangrijk om gedurende het selectie proces niet alleen te toetsen op de harde aspecten, zoals financiële en juridische zaken, kennis and creativiteit, maar juist ook op de zachtere aspecten: bijv (uit theorie): click, vertrouwen, commitment, motivatie, transparantie, communicatie, common philosophy, etc.

A. Vertrouwen

- I. Hoe belangrijk is vertrouwen nou eigenlijk, vanuit het perspectief van de ontwikkelaar, in een partner-selectie proces?
- II. Wat is er in de selectie fase gedaan om vertrouwen onderling te creëren en stimuleren?
- III. Wat vond u van de wijze van aanpak? Is er inderdaad vertrouwen gecreëerd?
- IV. Wat zou u aan de gemeente adviseren om de volgende keer anders doen?

A. Vertrouwen- samenwerkingsproces

- I. Wat wordt er nu in de samenwerkingsfase gedaan om vertrouwen verder te stimuleren en natuurlijk te behouden? Vanuit jullie, en vanuit de Gemeente?
- II. Is er nu genoeg vertrouwen onderling om een gezonde samenwerking voort te zetten?
- III. Achteraf gezien, hoe had het eventueel anders gekund?

B. Click

- I. Hoe belangrijk vind u een goede 'mutual click' tussen jullie en de gemeente (en natuurlijk de rest van het NYMA ontwikkelteam)?
- II. Is hierop getoetst gedurende het selectie proces?
- III. Zo ja, hoe is er getoetst op een 'mutual' click?
 - > Wat vind u van de wijze van aanpak?
- IV. Hoe had het eventueel anders gekund?

x . Zo niet: 1) was dit nuttig geweest? 2) wat voor manier zou u adviseren om het te toetsen?

C. Commitment

In de tender uitvraag was een onderdeel toegewijd aan commitment.

- I. Wat vonden jullie van de eisen die gesteld werden?
- II. Hoe hadden jullie laten zien dat jullie volledig gecommitteerd waren aan het NYMA project?

D. Transparantie

- I. In de uitvraag was een vereiste: een open planproces met daarin openheid over de business case vanuit de marktpartij'
 - > Wat vonden jullie hiervan?
 - > En, in hoeverre is het mogelijk voor jullie, als marktpartij, om transparant te zijn? bijv. over exploitatieopzet, kosten, winst?
 - > Wat zijn belangrijke informatie stukken die tussen de gemeente en de markt partijen gedeeld moeten worden om een goede samenwerking te verzekeren?
- II. Vanuit jullie perspectief, in welke mate is transparantie ook nodig vanuit de gemeente om een succesvol samenwerkingsproces in te gaan?

E. Communicatie

Communicatie is een belangrijk middel om elkaar als 'partners' beter te begrijpen en natuurlijk om 'up to date' te blijven over vorderingen.

- I. Zijn er in het selectie proces afspraken gemaakt over hoe de communicatie er uit komt te zien in het samenwerkingsproces?
- II. Achteraf gezien, hadden jullie liever andere afspraken gezien?
- III. Wat voor zekerheden over communicatie hadden jullie graag van de gemeente gekregen?

F. Common philosophy

- I. Wat zijn belangrijke 'common goals, interests en mind-sets' om te hebben om een samenwerking zoals deze te doen slagen?
- II. Xxxx

- 6) Achteraf gezien, zijn er nog andere zachte aspecten die belangrijk zijn om aandacht aan te geven voordat het samenwerkingsproces van start gaat?
 - I. Hoe kunnen de genoemde aspecten georganiseerd worden?
 - 7) Het is natuurlijk best moeilijk om van te voren al zeker te weten of 'partners' elkaar goed liggen, en of er een gezonde en effectieve samenwerking tussen de gemeente en de ontwikkelaar kan ontstaan. Dit kan je doen d.m.v. click, maar het is natuurlijk ook belangrijk om te kijken of de participerende personen van beide kanten (dus de gemeente, en de marktpartij) goed met elkaar kunnen samenwerken- en elkaar daarbij ook kunnen aanvullen.
 - I. Zijn er nog georganiseerde momenten geweest waarin de samenwerking tussen jullie en het NYMA ontwikkelteam op de proef werd gesteld?
 - II. Wat zou u aanraden om de volgende keer te doen om dit te kunnen beoordelen, of eventueel een goede samenwerking te stimuleren? bijv. management game, escape room, etc?
 - 8) In het geval dat de samenwerking uiteindelijk niet succesvol blijkt te zijn, hoe hebben jullie je op z'on moment voorbereid?
 - I. En, wat zijn hierbij de belangrijkste uitgangspunten geweest voor de exit regeling?
 - 9) Zijn er nog andere belangrijke financiële of juridische afspraken gemaakt die van uiterst belang waren voor het samenwerkingsproces?
 - I. Terugkijkend, had u nog andere afspraken willen maken?
 - II. Welke afspraken waren uiteindelijk toch niet heel handig?
- *Intentieovereenkomst & Samenwerkingsovereenkomst.

- 10) Brengt partner-selectie voor u, als ontwikkelaar, ook onzekerheden en risico's met zich mee?
- I. Zo ja, wat zijn de meest zorgwekkende onzekerheden?
 - II. Zijn de zojuist genoemde onzekerheden te overzien?
 - III. Zo niet, wat zou u adviseren zodat het de volgende keer kan worden vermeden?
- 11) Nu dat het gehele selectie process achter de rug is, vinden jullie de Gemeente Nijmegen ook de ideale partner voor jullie?
- Het moet natuurlijk van twee kanten komen, jullie moeten allebei de ideale partner voor elkaar zijn, en niet dat alleen jullie de ideale partner zijn van de Gemeente en niet visa versa.*
- 12) Zijn er nog belangrijke lessons learned, specifically those concerning the selection process?
- I. Als u het overnieuw kon doen, had u dan bepaalde keuzes/ beslissingen anders gedaan?
 - II. Heeft u nog tips over hoe het de volgende keer nog beter/ efficiënter kan?

C. Questions concerning the NYMA case: The Feasibility Process (Het samenwerkingsproces)

Proces:

- 13) Hoe is het samenwerkingsproces ingedeeld/ gefaseerd?
- > d.m.v project mijlpalen (SO, VO, DO)/ evaluatiemomenten?
 - > zijn er ook nog formele en informele meetings/ gesprekken georganiseerd?
*worden deze vanuit beide partijen georganiseerd?
 - > Achteraf gezien, wat voor soort georganiseerde momenten zijn nog meer belangrijk om te voorzien om de samenwerking en het uiteindelijke eindproduct te bevorderen?

Zachte Aspecten:

Momenteel zitten jullie, met nog een markt partij, in het NYMA ontwikkelteam, in de samenwerkingsfase.

hoe wordt er momenteel gewerkt aan het behouden van, en het stimuleren van, een goede en betrouwbare samenwerking tussen de gemeente, de twee private partners en de rest van het NYMA ontwikkelteam?

Ik neem aan dat het in deze fase ook vanuit jullie kant komt, zeker nu dat jullie als het ware 'equal partners' zijn gelijk aan de gemeente.

- A. Hoe wordt er in deze fase gewerkt aan onderlinge vertrouwen?
*vanuit jullie als ontwikkelaar
 - wat zijn hierbij de obstakels?
 - wat zijn de lessons learned?
- B. Hoe wordt er gewerkt aan commitment?
*vanuit jullie als ontwikkelaar
 - wat zijn hierbij de obstakels?
 - wat zijn de lessons learned?
- C. Hoe wordt er gewerkt aan wilskracht / motivatie?
*vanuit jullie als ontwikkelaar
 - wat zijn hierbij de obstakels?
 - wat zijn de lessons learned?
- D. Hoe wordt er gezorgd voor constante transparantie vanuit beide partijen (publiek & privaat)?
*vanuit jullie als ontwikkelaar
 - wat zijn hierbij de obstakels?
 - wat zijn de lessons learned?
- E. Hoe wordt er gezorgd voor gezonde en effectieve communicatie tussen beide partijen (publiek & privaat)?

*vanuit jullie als ontwikkelaar

- wat zijn hierbij de obstakels?
- wat zijn de lessons learned?

F. Gemeenschappelijke filosofie.....

- 14) Zijn er nog andere belangrijke factoren die kunnen leiden tot een effectieve en gezonde samenwerking tussen partijen specifiek in het samenwerkingsproces?
- *bijv. Onafhankelijk procesmanager*
 - *bijv. bepaalde afspraken in intentie/ samenwerkingsovereenkomst*
- 15) Zijn er ook factoren die juist een negatieve invloed heeft op de samenwerking tussen de publiek en private partijen?

Financiële en Juridische Afspraken:

- 16) Vanuit uw ervaring omtrent dit project, welke juridische afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?
- *bijv. Heldere milestones, goede fasering, juridische prikkels, exit-strategie, etc?*
- 17) Verder, welke financiële afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?
- *bijv. afspraken over het delen van risico's, afspraken over gedeelde/ individuele kosten?*

D. Barrières Partner-selectie

- 18) Wat waren de grootste barrières/ obstakels die u (de Ontwikkelaar) bent tegengekomen gedurende dit partner-selectie proces tot nu toe?
- **Gedurende het selectie proces en het samenwerkingsproces.*
- hoe zijn deze barrières/ obstakels eventueel overkomen?
 - wat zou u adviseren om de volgende keer anders te doen zodat deze obstakels vermeden kunnen worden?

E. De Do's & Don'ts van Partner-selectie vanuit het perspectief van de ontwikkelaar

- 19) Gezien uw ervaring, wat vindt u de belangrijkste do's en don'ts van de organisatie van een partner-selectie?
- *met betrekking tot het selectie proces zelf en de samenwerkingsproces aansluitend?

Dus wat ik er momenteel van begrijp, is dat het selectie proces twee doelen heeft, namelijk: het vinden van drie marktpartijen die alledrie voldoen aan de het gewenste ideaal beeld van een partner. Vervolgens ontwikkelen de drie overgebleven partijen een (SO?) plan. Het beste plan wordt daaropvolgend geselecteerd. Het plan wordt daarna verder uitgewerkt in samenwerking met de Gemeente- dus ontwikkelaar & gemeente als 'equal partners'.

A. Questions concerning the interviewee

- 1) Wat is momenteel uw rol, als ontwikkelaar, in het NYMA-terrein project?

B. Questions concerning the NYMA case: The Selection Process (Het Partner-selectie proces)

- 2) Wat was de rede voor jullie, als ontwikkelaar, om het Smakkelaarsveld project binnen te halen?
- 3) Had het feit dat de Gemeente Utrecht een '(vertrapte) partner-selectie' had gekozen als tender methodiek een invloed op jullie keuze om mee te doen?
- 4) Op basis waarvan waren de 20 (of 5?) markt-partijen, waaronder jullie, onderhands uitgenodigd voor de sollicitatie procedure?**

Fase I: Sollicitatie procedure

- 5) Nadat er marktpartijen onderhands waren uitgenodigd is er een sollicitatie procedure opgezet. Hoe is dat proces opgezet en georganiseerd?
 - I. wat vonden jullie hiervan?
 - II. waar hadden jullie het meeste aan en waar het minst?
 - III. wat had anders gekund?
- 6) Ik neem aan dat de sollicitatie procedure het partner-selectie gedeelte was van de tender, klopt dit?

Zo ja, om partners te kunnen vinden in de sollicitatie procedure (waarmee eventueel een gezonde samenwerking mee kan worden gestart) is het belangrijk om niet alleen te toetsen op harde aspecten (zoals: financiële en juridische zaken & kennis en creativiteit), maar juist ook zachtere aspecten. Uit de literatuur blijkt namelijk dat click, vertrouwen, commitment, motivatie, transparantie, communicatie, common philosophy, etc, er allemaal toe leiden dat de kansen van een effectieve en gezonde samenwerking omhoog gaan.

De volgende vragen zullen daarom de zojuist genoemde zachte aspecten belichten:

A. Vertrouwen

- I. Hoe belangrijk is een goed vertrouwen tussen partijen nou eigenlijk, vanuit het perspectief van de ontwikkelaar, in een partner-selectie proces?
 - II. Wat is er (sollicitatie proces, en eventueel ook in phase 2?) gedaan om vertrouwen onderling te creëren en stimuleren?
 - III. Wat vond u van de wijze van aanpak? Is er inderdaad vertrouwen gecreëerd?
 - IV. Wat zou u de gemeente adviseren om de volgende keer anders doen?
- *Vertrouwde jullie de gemeente op het begin? Is dit naderhand veranderd?

B. Click

- I. Hoe belangrijk vindt u een goede 'click' tussen jullie en de gemeente?
- II. Is hierop getoetst gedurende het selectie process? en hoe?
- III. Wat vindt u van de wijze van aanpak?
- IV. Hoe had het eventueel anders gekund?

C. Commitment

- I. Hoe is commitment.....?

- II. Hoe hadden jullie laten zien dat jullie volledig gecommitteerd waren aan het NYMA project?
- III. Wat vonden jullie hiervan?

D. Transparantie

- I. Hoe is transparantie georganiseerd (vanuit de gemeente & vanuit de ontwikkelaar)?
- II. Wat vonden jullie hiervan?
- III. In hoeverre is het mogelijk voor jullie, als marktpartij, om transparant te zijn?
bijv. over exploitatieopzet, kosten, winst?
- IV. Vanuit uw perspectief, in welke mate is transparantie ook nodig vanuit de gemeente om een succesvol samenwerkingsproces in te gaan?
- V. Wat zijn belangrijke informatie stukken die tussen de gemeente en de markt partijen gedeeld moeten worden om een goede samenwerking te verzekeren?

E. Communicatie

Communicatie is een belangrijk middel om elkaar als 'partners' beter te begrijpen en natuurlijk om 'up to date' te blijven over vorderingen.

- I. Zijn er in het selectie proces afspraken gemaakt over hoe de communicatie er uit komt te zien in het samenwerkingsproces?
- II. Achteraf gezien, hadden jullie liever andere afspraken gezien?
- III. Wat voor zekerheden over communicatie hadden jullie graag van de gemeente gekregen?

F. Common philosophy

- I. Wat zijn belangrijke 'common goals, interests en mind-sets' om te hebben om een samenwerking zoals deze te doen slagen?

* In hoeverre zijn jullie 'partners' in het proces opvolgend aan de sollicitatie procedure?

- 7) **Achteraf gezien, zijn er nog andere zachte aspecten die belangrijk zijn om aandacht aan te geven voordat het vervolgproces van start gaat?**
 - I. Hoe kunnen de genoemde aspecten georganiseerd worden?

Fase II: Ontwerpproces?

- 8) Als vervolg aan de sollicitatie procedure is het ontwerpproces gestart door de marktpartijen met bijbehorende dialoog rondes. Hoe was dit proces opgezet en georganiseerd?
mind note: uitwerken visie m.b.v. dialoog rondes?
 - I. wat vonden jullie hiervan?
 - II. waar hadden jullie het meeste aan en waar het minst?
 - III. wat had anders gekund?

Het gehele 'getrapte' partner- selectie proces:

- 9) Zijn er nog georganiseerde momenten geweest waarin de samenwerking tussen jullie en de Gemeente op de proef kon worden gesteld?
 - I. Zo niet, wat vind u een goede manier om hierachter te komen?
denk aan: management game, escape room, etc.
- 10) Brengt partner-selectie voor u, als ontwikkelaar, ook onzekerheden met zich mee?
 - I. Zo ja, wat zijn de meest zorgwekkende onzekerheden?
 - II. Zijn de zojuist genoemde onzekerheden te overzien?
 - III. Zo niet, wat zou u adviseren zodat het de volgende keer kan worden vermeden?
- 11) Brengt partner-selectie voor u, als ontwikkelaar, ook extra risico's met zich meer?
 - I. Zo ja, wat zijn de grootste risico's?
 - II. Zijn de zojuist genoemde risico's te overzien?
 - III. Hoe kunnen deze risico's de volgende keer worden beperkt, of zelfs vermeden?
- 12) Zijn er nog ander belangrijke lessons learned terugkijkend op het selectie proces?
 - I. Als u het overnieuw kon doen, had u dan bepaalde keuzes/ beslissingen anders

gedaan?

II. Heeft u nog tips over hoe het de volgende keer nog beter/ efficiënter kan?

13) In hoeverre was het volgens u een partner-selectie?

I. Waren jullie in het proces daadwerkelijk een 'equal partner' van de Gemeente Utrecht

II. Wat had u ervan gevonden als het een volledige partner-selectie was geweest?

Dus alleen een sollicitatie, en dat je daarna meteen als partners de ontwikkelstrategie en ontwikkelplan maakt?

C. Questions concerning the NYMA case: The Feasibility Process (Het samenwerkingsproces)

Proces:

14) Was het proces na de definitieve gunning een samenwerkingsproces?

15) Hoe was het proces na gunning (samenwerkingsfase) opgezet / gefaseerd?

mind note: uitwerken SO naar VO & DO?

bijv. d.m.v project mijlpalen (VO, DO)/ evaluatiemomenten?

I. wat vonden jullie hiervan?

II. achteraf gezien, wat voor soort georganiseerde momenten zijn nog meer belangrijk om te voorzien om de samenwerking en het uiteindelijke eindproduct te bevorderen?

II. waar hadden jullie het meeste aan en waar het minst?

III. wat had anders gekund?

16) zijn er ook nog formele en informele meetings/ gesprekken georganiseerd?

*worden deze vanuit beide partijen georganiseerd?

Zachte Aspecten:

A. Hoe wordt er in deze fase gewerkt aan onderlinge vertrouwen?

- wat zijn hierbij de obstakels?

- wat zijn de lessons learned?

B. Hoe wordt er gewerkt aan commitment?_

- wat zijn hierbij de obstakels?

- wat zijn de lessons learned?

C. Hoe wordt er gewerkt aan wilskracht / motivatie?_

- wat zijn hierbij de obstakels?

- wat zijn de lessons learned?

D. Hoe wordt er gezorgd voor constante transparantie vanuit beide partijen (publiek & privaat)?_

- wat zijn hierbij de obstakels?

- wat zijn de lessons learned?

E. Hoe wordt er gezorgd voor gezonde en effectieve communicatie tussen beide partijen (publiek & privaat)?

- wat zijn hierbij de obstakels?

- wat zijn de lessons learned?

F. Gemeenschappelijke filosofie.....

17) Zijn er nog andere belangrijke factoren die kunnen leiden tot een effectieve en gezonde samenwerking tussen partijen specifiek in het samenwerkingsproces?

- bijv. *Onafhankelijk procesmanager (wie was dit?)*

- bijv. *bepaalde afspraken in intentie/ samenwerkingsovereenkomst*

18) Zijn er ook factoren die juist een negatieve invloed heeft op de samenwerking tussen de publiek en private partijen?

Financiële en Juridische Afspraken:

19) Vanuit uw ervaring omtrent dit project, welke juridische afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?
- bijv. Heldere milestones, goede fasering, juridische prikkels, exit-strategie, etc?

20) Verder, welke financiële afspraken hebben gebleken cruciaal te zijn voor het creëren en behouden van gezonde en effectieve samenwerkingen?
- bijv. afspraken over het delen van risico's, afspraken over gedeelde/ individuele kosten?

D. Barrières Partner-selectie

21) Wat waren de grootste barrières/ obstakels die u (de Ontwikkelaar) bent tegengekomen gedurende dit partner-selectie proces tot nu toe?
- hoe zijn deze barrières/ obstakels eventueel overkomen?
- wat zou u adviseren om de volgende keer anders te doen zodat deze obstakels vermeden kunnen worden?

E. De Do's & Dont's van Partner-selectie

22) Gezien uw ervaring, wat vindt u de belangrijkste do's en don'ts van de organisatie van een partner-selectie?
- met betrekking tot het selectie proces zelf en de samenwerkingsproces aansluitend?

16. APPENDIX 5. CASE STUDY RESULTS- RIJSWIJKBUITEN

Event based advice from the perspective of the municipality of Rijswijk

According to Interviewee (1A), an important lesson learned from the RijswijkBuiten case is that more one-on-one talks should have been organised during the selection process. It could have provided for the opportunity in which developers and municipalities to get to know each other better. Seeing whether or not there is a good 'feeling' between parties is crucial.

'Het is uiteindelijk heel menselijk- je bent op zoek naar een partner, het is dus niet alleen het bedrijf maar ook de personen aan tafel...We zouden meer moeten kijken naar hoe ze zich gedragen, en inzetten voor de opgave' - Interviewee (1A)

Organising frequent evaluation meetings are also imperative, especially in the collaboration phase. When collaborating, there are always ups and downs, these ups and downs need to be addressed and solved together. Furthermore, evaluation meetings are also important in terms of re-evaluating the content, and possibly changing it if necessary- for example, when market conditions and trends change (Interviewee (1A),2019).

Event based advice from the perspective of the private developing party

According to Interviewee (1B), the presentation event of the selection process was the most useful. He does however mention that the presentations could have been held in a more informal manner, as it would suit the 'partner' selection process better. Furthermore, he accentuates the necessity of not only interacting with the selection committee of the municipality during the selection process, but also the actual members of the municipal development team with whom the private development team are going to work. He says its essential for the participating members of both parties to meet prior to the final selection. After all, its 'mensenwerk', it therefore needs to feel right for both parties in terms of click as well as mandate (Interviewee (1B), 2019). Interviewee (1B) recommends a 'team selection talk' (Dutch: 'team selectie gesprek hebt').

Just like Interviewee (1A), Interviewee (1B) also recommends more frequently held evaluation meetings . During the RijswijkBuiten case, evaluation meetings should have been held more frequently, so on a yearly basis. Moreover, these evaluation moments in the RijswijkBuiten collaboration process should have been taken more seriously by all parties, as the meetings provide for the opportunity to re-evaluate the collaboration nature as well as the development strategy/plan.

Another strong endorsement was made about the market exploration event. It was said to be very useful as it allowed for the opportunity in which the municipality of Rijswijk were given a reality check concerning the requirements and ambitions municipalities had in mind.

Overall lessons learned from the perspective of the municipality of Rijswijk

The overall lessons learned concern the partner-selection process, and the way it was handled. It provides for further insights and advice from Dura Vermeer on how to improve the partner-selection process in RijswijkBuiten.

A lesson learned from the selection-process:

- Every week parties go over the collaboration agreement to see if everything is going according to plan. This keeps parties sharp, and motivates parties to continue to collaborate successfully.

Overall lessons learned from the perspective of private developing party, Dura Vermeer

The overall lessons learned concern the partner-selection process, and the way it was handled. It provides for further insights and advice from Dura Vermeer on how to improve the partner-selection process in RijswijkBuiten.

Municipalities in the Netherlands are organised in many sectors. All sectors have goals, requirements and opinions. This often leads to a vast accumulation of rules and requirements in tender documents, which often lead to huge files and unrealistic as well as contradictory game rules (requirements, interests and ambitions). In RijswijkBuiten, a 'Programma Bureau' was installed which had the authority to oversee the requirements, interests and ambitions set up by all municipal sectors. The 'Programma Bureau' had the ability to oversee all documents and make integral decisions about which requirements, interests and ambitions were necessary, and which ones were not. This made the tender documents a lot more realistic and workable. It also allowed for the necessary freedom to allow for a flexible partner-selection.

Furthermore, it is also important to have a single point of contact (in this case it was Interviewee (1A)) who has a direct link to all the municipal 'sectors' and whom has the authority to make decisions- this allows for easier decision-making procedures between public and private parties. When there is no single point of contact, it is often difficult for both parties to make decisions as the developer needs to discuss a decision with multiple when not all municipal sectors- this takes a lot of time.

An important lesson learned from the RijswijkBuiten case stems from the achievement of the EPC 0 goal. According to Interviewee (1B), the municipality and Dura Vermeer (alongside the other involved developers) created the necessary game rules, that were crucial in achieving their goals, together. Creating game rules, so requirements, conditions and goals together, was an essential part of success (Interviewee (1B), 2019).

'Het voorschrijven van spelregels, uitgangspunten en voorwaarden is gemeente eigen, maar het gezamenlijk bedenken hiervan is het aller belangrijkste' - Interviewee (1B)

Interviewee (1B) stresses that without a constant and consistent collaboration with the municipality, the EPC 0 goal could not have been achieved (Interviewee (1B), 2019).

Another important lesson learned is that consistency is imperative. Consistency is important in terms of documenting agreements made during weekly coordination meetings. All agreements should have properly been documented in memo's and distributed to all members of the development team so that everybody is up to date. This was not consistently done in the RijswijkBuiten case and has caused unnecessary misunderstandings that could have been prevented via proper and consistent documentation of agreements (Interviewee (1B), 2019).

Consistency is not only important in terms of documentation, but also in terms of consistent continuation of collaboration. In the RijswijkBuiten case, there was no contractual 'guarantee' that gave Dura Vermeer the certainty that they were able to keep building dwellings. Dura Vermeer is a developer and contractor with many employees. They need continuity. This was a huge uncertainty, and sometimes lead to a negative atmosphere which could lead to more motivation to work harder, but it could also lead to distrust. This is something to think about when setting up another partner-selection (Interviewee (1B), 2019).

A further insight was also obtained, during the interview with Interviewee (1B), about the competences that developing parties would like to see in municipal representatives in order to obtain a successful partnership, them being (Interviewee (1B), 2019): 1) On management / board level, a municipal representative must be able to act as an equal 'counterpart' to the developer, 2) Municipal representatives should be transparent and willing to play the 'game' when they expect developers to do so as well, 3) Municipal representatives need to have the courage to address problems besides the successes.

Lessons learned: selection criteria

Lessons learned on selection criteria were also obtained. Important criteria elements that need to be implemented in the selection criteria, according to Interviewee (1B) are: 1) what are the roles and responsibilities of both parties, 2) how much is the private developing party and the municipality willing to invest in terms of time, 'manpower' and money, 3) for how long is a market party willing to stay committed to the development, and 4) a collaboration vision in terms of team composition, organisation of the partnership, and competences and experiences of team members. Essential elements to keep flexible are: 1) 'verkavelingen', 2) cash flows, 3) percentage of social, mid, and free sector dwellings, 4) profit goals, and 5) land price.

'Voor een goede samenwerking hoef je eigenlijk alleen maar je doelen en uitgangspunten uit te stippelen' - Interviewee (1B)

Lessons learned: objectifying the subjective elements of partner-selection

When selecting a private developing party as a partner for the development of a municipal land development, there are bound to be subjective elements that come along with partner-selection. In RijswijkBuiten, partners were indirectly also selected based on 'feeling' and 'attitude'. However, when a selection is made, objectivity is key to substantiate a definitive selection. The following lessons from the RijswijkBuiten case were obtained:

It is important to make sure that the selection criteria is not only subjective. It is essential to substantiate the subjective criteria with objective criteria so that it doesn't become too personal. The objective criteria used in this case were: EPC bid, vision, references & knowledge, solvability, presentation, report, experience and knowledge. Subjective criteria used were attitude and click. The subjective criteria was used as an extra component and did not have the necessary weight to allow a party to win the tender just by the subjective criteria (Interviewee (1A), 2019).

It is also vital to have multiple people judge the submissions (Dutch: indieningen). Interviewee (1A) suggests a selection committee of at least 4-5 members. Another tip is to add an independent committee president who is unbiased. In RijkswijkBuiten, the selection committee members consisted of: a retired urban area development lawyer, a municipal representative (as a substitute of Interviewee (1A)), urbanist, and a TU Delft representative (to objectify the assessment) (Interviewee (1A), 2019)..

'Er zit altijd een zekere subjectiviteit in, maar dat hoort er ook bij, want nou en!' - Interviewee (1A)

The trick is to inform market parties about the possible subjectivity at the very beginning. A tip: schedule in a dialogue moment at the start of the partner-selection proces to address and discuss the subjectivity with the market parties (Interviewee (1A), 2019). The subjectiveness in certain criteria points should also be explicitly stated in the request documents (Interviewee (1A), 2019).

Lessons learned: crisis proof

To make a partner-selection crisis-proof it is important to build in flexibility in terms of financial, qualitative and programmatic goals and to fairly and flexibly allocate risks, costs and profit margins. Make sure that you build in flexibility to potentially change plans as well as and responsibilities when deemed absolutely necessary.

It is also important to contractually agree beforehand that when an economic crisis hits, that all parties are willing and able to take their losses when its necessary for the bigger good. It is therefore important to discuss each other's absolute bottom lines for when the economic crisis strikes.

'Iedereen moet wel op de juiste momenten zijn verlies kunnen nemen' - Interviewee (1B)

Barriers & Risks of partner-selection

A huge barrier is that municipalities are anxious about loosing control, hence the excessive requirements and wishes included in municipal tender documents. The anxiety stems from a combination of unfamiliarity, fear of failure, injustice due to inexperience in the partner-selection arena, and fear of subjectivity (Interviewee (1A), 2019). These fears could be overcome by means of education (on the prospective of partner-selection) and through sharing positive experiences as well as lessons learned between acting municipalities (Interviewee (1A), 2019).

As mentioned in §H, municipalities are organised in sectors (Dutch: sectoraal georganiseerd), often leading to many requirements and ambitions from each sector for the concerning urban area development. This could be a potential barrier for partner-selection, because partner-selection requires municipal sectors to partially let go of the tight control they traditionally have on plan developments. So there is an organisational and 'cultural' ('manier van werken') barrier that needs changing (Interviewee (1B), 2019).

Many market parties (private developing parties) may not be willing to be extensively transparent about financial administrations, business cases and goals. According to Interviewee (1B), the real estate sector is still very much traditional, where developers are used to 'playing the game' in a closed-off manner ('met handen op de borst'). Interviewee (1B) also admits that his own organisation faces difficulties in terms of being entirely transparent. Interviewee (1B) mentions that he continuously needs to monitor the level of transparency throughout the whole development team as well as the organisation standing behind the on-site team. He stresses that if the will to be transparent is not present throughout the entire organisation, then the extent to which transparency is needed, can not be achieved (Interviewee (1B), 2019)

Furthermore, another barrier concerns the ever changing politics of the acting municipality, and its effect on the continuation of the partnership between municipality and developing party. When politics change, the municipal board of directors of change. This causes uncertainties in whether or not the current way of working (partner-selection) and promises made by the municipality are still valid or not. This could cause distrust (from the perspective of the developer) in the acting municipality (Interviewee (1B), 2019). It could

also cause discrepancies in the partner-selection process as the new board of directors could for example be less willing to be transparent or supportive (Interviewee (1B), 2019).

Organisational & relational success factors

The following organisational & relational factors were explicitly described by Interviewee (1A) and Interviewee (1B) as essential factors needed for the formation and continuation of successful partnerships between private developing partner and the municipality. The success factors were either confirmed or proposed by Interviewee (1A). Methods of obtaining the success factors were also discussed and can be found below conjointly.

From the perspective of the Municipality of Rijswijk

I. Motivation:

According to Interviewee (1A), an intrinsic motivation to work together on a project is crucial. Without a strong will to collaborate, a partner-selection in essence won't work out. To motivate the involved market parties, the municipality had the ability to give out a contingent of 250 dwellings (or a percentage of the contingent) to a market party if the municipality deemed the collaboration successful and pleasant. This contingent was used several times as a successful collaboration award. Affirmed by Interviewee (1A), this incentive has worked very well and has triggered developers to put more effort into the partnership. Another incentive used in RijswijkBuiten was the interest payment that developers had to pay the municipality for the land. The incentive was that if municipalities were content with the collaboration process, the interest payment for that particular period could be reduced or remitted (kwijtschelden). This incentive also had a positive effect on the motivation of developers (Interviewee (1A), 2019).

Important to remember is that municipalities also need incentives to stay motivated. In this particular case, the municipality is the owner of the land and carries most of the development risk. This keeps the municipality motivated to consistently collaborate well with the involved developers in order to complete the project successfully (Interviewee (1A), 2019).

II. Commitment:

Commitment is important to install trust as well as continuity in a project. It can be assured through asking market parties to submit a collaboration vision- which states how much time the market party is willing to invest in the partnership. Commitment can also be assessed based on the demonstrated effort shown in the selection phase. Interviewee (1A) particularly looks at the way developers present, understand the assignment, and show off their enthusiasm (Interviewee (1A), 2019).

III. Trust:

Trust is something you can't measure. It is also something that you can't agree upon at the very beginning, it is something that needs time to grow. However, there are a couple of suggestions given by Interviewee (1A) that could help build trust between public and private parties. First of all, it starts with the competence to be able to be 'open' to the idea of trusting the opposite party. More importantly, it is essential for all members of the municipal selection committee to be openminded and trusting when selecting a market party. It is important that the municipality takes the first step in trusting the market parties- it sets the intended tone. As trust is something you have to work on, it can be stimulated. Getting acquainted with each other on a personal level is a good stepping stone. Therefore, organising informal events such as: BBQ's, and excursions could be used as a good ice-breaker. Furthermore, making sure that team members of both parties see each other regularly is also key to building trust (Interviewee (1A), 2019).

IV. Sharing responsibilities:

It is essential to not only know what each other's responsibilities are, but also to share them. The most important responsibilities to share in a partner-selection are risks and costs. When this is not done, one party will always be less motivated in the partnership. Both parties need to be equally motivated to make the project a success. An example of sharing responsibilities in RijswijkBuiten:

'als het met de bouw niet goed gaat, dan gaat het in de GREX niet goed, en als het in de GREX niet goed dat dan gaat het in de bouw niet goed. Dus, we hebben elke vrijdag overleg hier met de partners (niet iedereen is altijd aanwezig) maar dat hoeft ook niet, en dan hebben we het met namen over: hoe kan je mijn hebben mijn GREX op orde te krijgen, en waar kan ik met mn GREX helpen om jouw bouw vlot te trekken. Ik maak ze dan ook mede verantwoordelijk voor het gemeentelijk vraagstuk zodat we echt partners zijn. Want dan kunnen ze niet meer als bouwer zeggen: dat is het probleem van de gemeente. Want je moet allebei naar elkaars problemen luisteren' - Interviewee (1A). This however does not rule out the fact that it is

essential to clearly discuss what each other's roles and responsibilities are, and to understand what those roles and responsibilities entail (Interviewee (1A), 2019).

V. Transparency:

Acting in a transparent manner helps parties understand each other in terms of roles and responsibilities but also goals and interests. It is important to be transparent in the following (Interviewee (1A), 2019): 1) budgets, 2) costs, 3) profit goals, 4) obstacles, 5) successes, 6) information such as: building and land specifications, 7) quotations, and so on. To guarantee transparency from both parties, it must be stated explicitly in the collaboration agreement, as well as the follow-up agreement.

VI. Empathy:

Being able to place yourself in the shoes of another party is eminent. Parties must understand each other's goals and objectives- only then can you collaborate. Understanding each other means that you need to be willing to compensate when necessary. Compensating is essential when both parties want to create a win-win as well as obtain an optimal result. In the RijswijkBuiten case, developers agreed to decreasing their profit margins in turn for lower risks levels- this benefitted both parties in the long run (Interviewee (1A), 2019).

Stability:

Stability in a team is fundamental for the continuation and preservation of knowledge and skill. Stability can be obtained through having team members fully committed to the project contractually. This can be settled in the collaboration / follow up agreement (Interviewee (1A), 2019).

Competence:

Every member of the team needs to have it in their character to be open to collaborate with the opposite party. The ability to trust and be transparent needs to be present in character. Also, the ability to remain optimistic during the toughest times is crucial, especially as representatives of the municipality and initiator of the project (Interviewee (1A), 2019).

'De juiste type persoonlijkheid, is een van de basis factoren van het succesvol samenwerken'- Interviewee (1A)

A touch of competition:

'spanning behouden is belangrijk' - Interviewee (1A)

A mutual drive (spanning) keeps the collaboration going well as it stimulates motivation. In RijswijkBuiten, a touch of competition was organised through having market parties (Dura Vermeer and AM) battle for a percentage of the contingent of 250 dwellings. The better they collaborated, the higher the percentage of dwellings they would obtain. This also created a form of competition between the involved parties. This has worked very well according to Interviewee (1A).

Opportunism:

As the municipality, it is crucial to stay opportunistic even when there may be many obstacles and difficulties along the way, as the municipality sets the tone. Opportunism is therefore a core competence (Interviewee (1A), 2019).

From the perspective of the private developing party, Dura Vermeer

Motivation:

Interviewee (1B) stresses that an intrinsic motivation is needed to work together in a collective manner. To motivate the developer, the municipality organised the following two incentives (Interviewee (1B), 2019):

Incentive 1: In RijswijkBuiten, Dura Vermeer was and currently still is obliged to pay an interest fee of 60,000 euros every month to secure the right (Dutch: bouwrecht) to develop 250 dwellings received by means of a contingent provided by the municipality. At each SOK (collaboration agreement) phase (phases are divided up in contingents), the developer has to pay a interest fee over the right to develop the dwellings. To be exact, the interest fee was 250 euro per month per dwelling. The incentive here was (and still is) that the developer(s) pay a lower interest fee per calendar month according to the number of dwellings that have been completed under their watch. This being said, the interest fee per month also rises when there is a delay in the building schedule when for example less dwellings were completed. The potential to pay lower interest fees per month therefore works as a good motivation for developers to try their absolute best to develop the dwellings according to schedule (as soon as possible). This in turn also motivates a good collaboration, because without a stable collaboration a steady proces is not guaranteed. Furthermore, as

Dura Vermeer ended up paying enormous amounts of interest fees over the years, this 'financial investment' acted as another barrier for developers to 'exit' the collaboration- this indirectly increased the motivation of the developer(s) to complete the development project in order to 'earn back' the investments made (Interviewee (1B), 2019).

'Het houdt ons scherp en betrokken bij de zaak' - Interviewee (1B)

Incentive 2: the collaboration phase is technically divided into 'SOK' (collaboration agreement) phases. The first phase started off with the right to develop 250 dwellings. When the municipality decided that the market party proved to be doing well in terms of 'collaborating', the municipality had the ability to give them another contingent of 250 dwellings. Dura Vermeer is currently at SOK 4, so they are currently in the fourth phase of the overall collaboration process. The municipality had the right (Dutch: gunning vrijheid) to give out contingents to developers when they thought developers were performing well (Interviewee (1B), 2019). Interviewee (1B) finds this incentive a good example for developers to collaborate well with municipalities).

Stability:

When it comes to the team composition of the developing party, consistent stability is imperative in terms of commitment & continuity of the involved team members, as it allows for trust and predictability. It is also important that the developing party guarantees that the assigned team members will actually participate and stay committed (Interviewee (1B), 2019).

Stability is also important in terms of having the same mind-set throughout the whole team as well as organisation. The whole organisation (throughout all levels) must understand the cruciality, importance and benefits of working closely with the municipality. If there is no stability in terms of 'mind-set', so if team members don't advocate the terms and conditions of the collaboration between the municipality and the developer- friction is likely to occur, leading to potential discrepancies in the collaboration process. In order to organise this stability, team members must be educated on the advantages of the collaboration, and most importantly, the managing board of the developing party, as well as the 'head' of the developing project team must give the proper example to those working for them. Also, the koppen die erbij horen, moeten wel de koppen zijn die partner-selectie horen', so those in the developing team must have the right competences to participate in a partner-selection. An important competence is: a cooperation conscience (Dutch: samenwerkingsgeweten) (Interviewee (1B), 2019).

de cv's van de mensen zijn dus heel belangrijk' - Interviewee (1B)

Transparency:

Both parties need to be transparent about goals, requirements, ambitions and interests. This is important in order to be able to adjust / create game rules that work for both parties and lead to achieving mutual and individual goals (in the RijswijkBuiten case this was crucial for obtaining the EPC 0 goal).

The Potential downside of being transparent, according to Interviewee (1B), is that when the partnership finds itself further down the collaboration phase, the transparency of market parties educates representatives of the municipality on 'vastgoed exploitaties'- meaning that municipal representatives gain more and more knowledge on how the involved developers work and how they calculate their finances. In the case of RijswijkBuiten, municipal representatives are starting to act as 'advisers' which is not in their role. Interviewee (1B) mentions that the un-called for critique and suggestions (in terms of removing and changing financial budgets) given by municipal representatives actually work counterproductive.

'de boel schrappen of schuiven, en commentaar leveren, dit zit bij ons niet zo lekker'

Interviewee (1B) stresses that parties should stick to their roles and responsibilities and respect the expertise and knowledge of opposite parties. *Transparency also leads to a good foundation for trust.

Flexibility:

Both parties need to be able to be flexible, especially when it comes to being able to adjust or change the goals and basic requirements (Dutch: uitgangspunten) set out at the beginning of the process. In a long-term collaboration process, it is crucial for both parties to be willing and able to re-evaluate and potentially alter previously agreed upon goals and requirements.

It is therefore crucial to set up re-evaluation moments on a yearly basis, so that both parties have the opportunity to potentially change the game rules if deemed necessary (this could be the case when market

conditions have taken a different turn, or when public or private party (business or structural) re-organisations have taken place). Furthermore, when commencing the collaboration phase, it is important to be very clear about goals and basic requirements. Also, make sure that the goals and basic requirements remain simple and general. Nonetheless, it is also crucial to be very clear about which goals and requirements are set in stone and which ones can conceivably change.

Trust:

Trust is built up over time and needs a lot of time and effort. It is created through maintaining relationships between public and private team members. This can be done through organising informal events such as: yearly Christmas dinners and BBQ's.

Dit werkt toch wel echt als een bindmiddel'- Interviewee (1B).

Additionally, organising formal events such as regular evaluation meetings are also imperative, as it allows for the opportunity to reflect upon how the collaboration has been going so far, so the good and the bad, and how it could be improved.

The following tips were given by Interviewee (1B) to stimulate and maintain a mutual trust: 1) Make sure to walk the talk, so do what you agreed upon. 2) Really listen to the opposite party and make sure that there is an understanding on why the opposite party has certain goals and interests. Understanding one another is an important stepping stone to creating trust- because it makes parties more predictable, and predictability is a key element of trust. 3) Important to understand is that the trust is built up between the people working on the project and not between Dura Vermeer and the municipality of Rijswijk.

Team members must also possess the necessary competences that are essential for trust: 1) the 'will' to trust opposite party and the 'openness' to be able to do so, and 2) members of the development team also need to have enough 'mandate', so when someone from the development team (public & private) promises to get something done, he or she needs to have the skill and ability to be able to do so. When someone has a good track record of fulfilling their promises, even when out of the odds, it allows for people to trust that someone when he or she makes a promise. Both public and private team members need to have 'mandate' in order to be partners.

'Het vertrouwen is eigenlijk de sleutel van deze samenwerking, aldus partner-selectie'

Potential problem: Interviewee (1A) is a municipal representative, and according to Interviewee (1B) he is a team member with a lot of mandate and goodwill. However, when the college of the municipality (Dutch: gemeentelijk college) changes, Interviewee (1A) needs to potentially 'educate' the new councillors (Dutch: wethouders), as they could be reluctant about the partner-selection's profound collaboration. This could cause disruptions in the planning, but could also interfere with promises made.

16. APPENDIX 5. CASE STUDY RESULTS- NYMA-TERREIN

Event based advice from the perspective of the municipality of Nijmegen

Interviewee (2A)

Organising a market exploration prior to the partner-selection process allowed for the opportunity in which municipalities were able to explore the following (Interviewee (2A), 2019): 1) whether or not a partner-selection sits well with the interested private developing parties, 2) how open the developing parties are about long-term collaborations, 3) to what extent the developing parties are willing to commit to the development, 4) what they think their role could entail, and 5) what their vision on the potential collaboration could possibly be.

The motivation letter (in the NYMA case they called it the Liefdesbrief) is an element that Interviewee (2A) strongly recommends. The motivation letter allowed the participating private developing parties to express their personal and professional motivation in terms of (Interviewee (2A), 2019): 1) why they wanted to join, 2) who would be representing their private developing company, 3) what the team composition would be as well as commitment, and 4) where their knowledge lies and what their experience entails, this was done via references.

The location visit was an organised event that Interviewee (2A) very much endorsed as well. The location visit can be compared to a sort of excursion in which the municipality was able to get to know the real estate developers better (and vice versa). According to Interviewee (2A), it was an opportunity to see whether or not there was a mutual 'click' between both parties. It also gave the selection process an extra dimension as the municipality was able to experience how motivated and enthusiastic the participating developers were in person about their development projects, instead of only reading about it in their submissions and motivation letters (Interviewee (2A), 2019).

'Het gaat uiteindelijk om mensenwerk, dus ze kunnen wel praten, maar je wilt het uiteindelijk gewoon zien'

Organising an aftercare moment is also imperative according to Interviewee (2A). He says that because the partner-selection process is so personal (as the selection phase zooms into the more softer sides of a selection), it is important to extensively and personally explain to the losing parties why they lost. 'Als het goed is sta je gewoon achter je besluit'. Interviewee (2A) advises municipalities to handle their decision with care, because it is crucial for municipalities to keep a good relation with the private developing parties in case of future endeavours in which they might need their expertise (Interviewee (2A), 2019).

'Het is persoonlijk, en het is een kleine wereld, je moet dankbaarheid tonen, zeker met de crises die er aan komt!' - Interviewee (2A)

'Realiseer je dat je mensen teleur stelt' - Interviewee (2A)

This was an important lesson learned from the NYMA case, as some private developing parties were angry about how the municipality handled the definitive selection (Dutch: definitieve gunning). Besides a good aftercare moment, it is also important to properly manage expectations throughout the whole process, especially at the start of the process (Interviewee (2A), 2019).

Lastly, it is essential to have an independent third party who can monitor the selection and collaboration process. A suggestion is to hire an independent third party for the financial negotiations. This person can then help mediate the negotiations and make sure that the goals and ambitions of both parties are secured (Interviewee (2A), 2019).

Interviewee (2B)

According to Interviewee (2B), the location visit was also an important element of the partner-selection process. In the NYMA-terrein case, the end-user was a focus point. The location visit was therefore very handy, as it provided for an opportunity in which the municipality was able to ask the end-users (of the private developing party's development- reference) how they were involved during the development process, and what they thought about how the developer handled the development. When setting up a location visit, pin-point which stakeholders are important (e.g. end-users) and organise the location visit in accordance. The combination of the location visit and the submissions (Dutch: biedingen) was a good balance between soft and hard (Interviewee (2B), 2019).

'Door het locatie bezoek kregen wij een gevoel bij hoe de organisatie in elkaar zat'

The official tender submissions (Dutch: biedingen), handed in by the participating private developing parties, had important elements. The elements being (Interviewee (2B), 2019): 1) description of the private developer's company and the representatives that would work on the project (CV), 2) vision of the development, 3) vision of collaboration, and 4) commitment.

'Ik geloof er in dat je met een goede organisatie aan tafel moet zitten, maar juist ook de juiste mensen, wij durfde daarin best ver te gaan, dus op persoon te selecteren in plaats van alleen bedrijf' - Interviewee (2B)

The final presentation moment was held after the final submissions. It was a moment in which the developers had the chance to further enlighten or clarify their submissions. It was also an important moment in deciding the winner of the selection procedure. Interviewee (2B) said that private developing parties know how to submit beautiful plans, as they write down exactly what municipalities want to hear. However, when they are asked further questions about their intentions, the true colours of the developer's intentions are exposed (Interviewee (2B), 2019).

'Want op papier kunnen partijen hele mooie plannen aanleveren, ze schrijven natuurlijk op wat je wilt horen, maar als je ze dan bevraagd vallen sommige dan toch echt door het ijs' - Interviewee (2B)

According to Interviewee (2B), it is quite noticeable when a private developing party finds profits more important than the actual content of a plan. 'We hadden partijen erbij die gelijk tegen het plan en inhoud ingingen en het gingen afwegen tegenover rendement en de bijbehorende kosten'. The municipality of Nijmegen also wanted realism, but Interviewee (2B) stressed that there is a significant difference between realism and the traditional developer who only sees euro signs (Interviewee (2B), 2019).

Event based advice from the perspective of the process manager, AKRO Consult

The location visit held during the (partner) selection phase was also endorsed by Interviewee (2C). He explained that the location visit allowed for municipalities to informally meet and spend time with the developing parties and its representatives (potential future team members). It allowed for a personal moment with the developers in which the 'softer' aspects such as 'click', 'attitude' and 'motivation' could be observed. It was also a moment in which the municipalities could talk to the users of the development. Additionally, the location visit allowed for the municipality to show the private developing parties that they were willing to come to them. It was the first step of showing developers that the effort put in (commitment) would be mutual (Interviewee (2C), 2019).

The final presentations were also mentioned by Interviewee (2C) as significantly important. According to Interviewee (2C), an important lesson learned from the NYMA-terrein selection process, which was turned into advice, is to introduce a dialogue moment (Dutch: gesprek) instead of organising a formal presentation during the selection phase. Presentations are often very formal, which in essence do not suit the informality associated with a partner-selection. Dialogue moments also allow for further questioning and discussing the 'why' behind the 'what'. It allows for the municipality to understand the thought process and intention of the developer's proposal (submission) (Interviewee (2C), 2019).

Incorporating multiple get together moments (Dutch: ontmoetingsmomenten), was also valuable. As the partner-selection method is about finding the most suitable partner, the selection phase can be seen as a job application (Dutch: sollicitatie) procedure. Just like in a job application, a couple of rounds are held to get to know a person. This is why a couple of get together moments were organised during the market exploration in which key representatives of the developing parties were invited to participate (Interviewee (2C), 2019).

Teambuilding is important to organise during the collaboration phase. 'Het is cruciaal om de belangen van beide partijen dezelfde kant op te laten wijzen' (Interviewee (2C), 2019). When organising formal and informal events it is important to understand that the goal is not necessarily for partners to become friends. The main goal is for partners to get along and understand one another so that they can work together (Interviewee (2C), 2019).

'Je hoeft ook niet primair een persoonlijke klik te hebben, maar wel vertrouwen hebben in elkaar'

Besides process elements, it is also important to involve an unbiased independent third party. This independent third party can be a process manager whom is able to bring public and private parties together through understanding the goals and interests of both parties. In the NYMA-terrein development,

there was and still is no independent process manager, which has resulted in both parties playing a different ball game. An important competence of a process manager should be that he or she understands the nature of both public and private parties. This process manager must also be able to mediate a collaboration on a personal level (Interviewee (2C), 2019).

Event based advice from the perspective of the private developing party, Lingotto & Klokgroep Interviewee (2E)

According to Interviewee (2E), the market exploration element in the selection phase was a good moment in which the municipality could see which private developing parties were suitable, and which ones they wanted on their short-list. It was also a good moment for the developing parties to explore whether or not the selection and collaboration process was something that they would be interested in. During the market exploration, the nature of the selection as well as collaboration process was discussed, this was the moment in which Lingotto decided that the development and method of approach suited their way of working.

The final presentations were also a crucial moment from the perspective of Interviewee (2E). He does however mention that a more informal approach, so for example an informal talk (Dutch: gesprek) would have been more appropriate. Lingotto also tackled the presentations as an informal talk, and was happy with the conversations that preceded.

'Het gaat er juist om dat je elkaar leert te begrijpen' - Interviewee (2E)

An element of competition in terms of a small competition that goes up until the vision of sketch design can have its benefits, as developers obtain a better grip on what they need to do ('een uitvraag dat specifiekere is biedt houvast'). However, in complex situations wherein many stakeholders are involved, competition could actually make the process take longer, as goals, interests and needs can't be discussed together early on in the process.

During the Financial negotiations it is important to make several scenarios together in terms of GREX and Real estate. Both parties need to understand what each other's goals and objectives are so that choices can be made.

Interviewee (2E) also stresses (just like Interviewee (2C)) that dialogue rounds or informal talks are important events to include in the selection process. It allows for the opportunity in which both parties can get to know each other. Also, it allows for questioning about the tender documents, it can give municipalities the opportunity to further explain their requirements, goals and interests when there are doubts and questions. Interviewee (2E) also mentions to make sure to also build in a moment where questions can be asked, and adjustments can be made about the concept collaboration or intention agreement.

Interviewee (2D)

It is important for both the municipality and the private developing party to sit together from the very beginning to work on the vision and development plan/ feasibility plan from the very beginning. Interviewee (2D) advises the developers to involve specialists (engineers, architects, urbanists, etc) from the very beginning as well- so that the realism of the development plans made can be as accurate as possible. Continuity in this aspect is also important.

Regular evaluation moments are key, according to Interviewee (2D). During the evaluations, it is significant to discuss how to plan development is going, but also, how the collaboration is going between the public and private parties. Interviewee (2D) recommends taking the time during the evaluation moments to assess the suitability of the team players. He says that both parties need to be willing to replace their representatives ('players') when necessary. For example, when the representative does not understand the added value of the collaboration, or has a traditional mind-set. This requires courage and honesty from both parties. When it is not favourable to switch 'players' due to information history, then, both parties need to talk it through, and set new requirements. A good starting moment is to plan in an evaluation moment after the first month of collaborating.

Interviewee (2D) advised to organise an informal moments before the formalities of a collaboration phase commence. A couple of examples that he gives are: dinner, 'borrels', and cooking classes (this is what Klokgroep often does).

'Het maakt het heerlijk persoonlijk, het verlaagt de drempel, en het laat het leuke van de mens zien, weg met de angst. Het is uiteindelijk mensenwerk' - Interviewee (2D)

'Een liefdesbrief alleen is niet genoeg. Het is net alsof je iemand een liefdesbrief stuurt en dan daarna meteen op vakantie gaat, grote kans dat de liefde dan over is, je moet elkaar eerst leren kennen' - Interviewee (2D)

Overall lessons learned from the perspective of the municipality of Nijmegen

Interviewee (2A)

According to Interviewee (2A), a lesson learned from this case is that it is favourable to involve more than one real estate developer. When one developer is on board, he can take over the project. When multiple developers are playing the game (in the collaboration phase) they can balance each other out. Also, a sense of competition amongst multiple involved developers creates motivation. In the NYMA-terrein tender document, a clause (Dutch: clausule) was built-in in order to allow for the potential scenario in which the involvement of more than one developer would be favourable. The clause allowed the municipality to have the ability to choose the second developer (so it did not have to be the developer who came in second) (Interviewee (2A), 2019).

Another lesson learned concerns the distrust due to the negative assumptions that municipalities and private developing parties have of one another. Interviewee (2A) stresses that he would have put in more effort into dealing with this obstacle from the very beginning when looking back at the entire process (Interviewee (2A), 2019).

Interviewee (2A) also accentuates managing expectations. He says that he had done too little of this. According to him, it is crucial to educate the participating parties on the subjectiveness of the partner-selection criteria and process (Interviewee (2A), 2019).

Moreover, during the market exploration phase, private developing parties wrote a motivation letter accompanied with references. These references were not used as an official criterium. However, the references ended up being very useful in choosing the appropriate party. So, looking back, Interviewee (2A) vocalises that references should have definitely been included in the selection criteria (Interviewee (2A), 2019).

Another tip given by Interviewee (2A) is to try make the collaboration agreement more appropriate for a partner-selection. This can be done through making it more subtle (to the degree of which this is possible of course). *'Als je toch meer op een persoonlijke en vertrouwelijke manier met elkaar wilt omgaan, dan moet je de documenten met een zwaardere sfeer iets persoonlijker maken misschien'* (Interviewee (2A), 2019). An alternative suggestion could be to not hand out the tender documents at the same time as the collaboration agreement. When doing this, contradictory vibes are given to the participating developing parties, as the tender documents are quite soft, and the collaboration agreement is quite hard. Interviewee (2A) suggests that the collaboration agreement should be given out after the tender documents have been given to the developers. Furthermore, he mentions that when the time comes to address the collaboration agreement, that this should be done personally. He feels that municipalities should personally hand out the collaboration agreements and take the time to go through them personally with the participating parties (Interviewee (2A), 2019).

'Want nu hebben we het weliswaar gewoon over de schutting geflikerd' - Interviewee (2A)

Interviewee (2B)

An important lesson learned from the NYMA-terrein case from the perspective of Interviewee (2B) is for the municipality to set up a global vision instead of an extensive one. According to Interviewee (2B), too much time and money was invested in the preparation phase, as a large percentage of the vision was adjusted, changed and optimised with the developing partner during the collaboration phase. She stressed that the time that the municipality invested in extensively making the vision could have been invested in the collaboration phase instead (Interviewee (2B), 2019).

'Want nu wordt alles ter discussie gesteld, dat is gedoe'

'Laat het vanaf het begin globaal, ga het niet zelf invullen en inperken, wacht erop dat je je partner hebt, en ga het dan samen doen!' - Interviewee (2B)

Interviewee (2B) strongly advises the addition of a 'kwartiermaker', or an independent third party who understands the mind-set and goals of both public and private parties (Interviewee (2B), 2019).

'Het is belangrijk om iemand erbij te halen die allebei de kanten kent en begrijpt, diegene kan het dan soort van vertalen' -Interviewee (2B)

She also mentions the importance of having an independent third party who is able to manage the financial negotiations, and whom is able to take the reign in setting up the plan development in terms of finances (Interviewee (2B), 2019).

Overall lessons learned from the perspective of the process manager, AKRO Consult

Interviewee (2C) advises that the initiating municipality must think about what type of private developing party profile they are looking for before the selection process commences. In the case of the NYMA-terrein development, this was complicated, because the municipality was not sure about what they needed yet as there was no plan, and because they had very little time during the preparation phase. A lesson learned is therefore to spend more time in the preparation phase to develop a partner profile (Interviewee (2C), 2019).

An element of competition is seen by many people as beneficial. According to Interviewee (2C), competition can be good, however, the traditional way of implementing competition may not be appropriate for a partner-selection. When traditionally organising competition, multiple developing parties need to submit plans. Making these plans costs time and money. The disadvantage is that there is only one winner, meaning that multiple plans are made for nothing. The losing parties have then 'lost' time and money, which they need to compensate in other projects- which detracts from social benefits (Dutch: maatschappelijk belangen) as well. Interviewee (2C) also mentions that competition does not benefit trust amongst parties. However, he does stress that organising incentives which motivate developers is crucial (Interviewee (2C), 2019).

Another lesson learned from the NYMA-terrein case concerns the collaboration agreement contract (Dutch: samenwerkingsovereenkomst). The collaboration contract was set up and closed without agreeing upon a follow-up agreement: a purchasing agreement (Dutch: koopovereenkomst) and / or a ground lease agreement (Dutch: erfpacht overeenkomst). This led to an uncertain situation for the real estate developer as the developer had no certainty in terms of whether or not it could realise the development (and so obtain a healthy profit) once it was done making the development strategy and plans with the municipality. The repercussion of this contractual decision is that developers are focusing on obtaining a land position through obtaining a purchasing agreement during the collaboration phase, which is not the main goal of the collaboration phase. This has ended up in splitting the attention of the developers between successfully collaborating and obtaining a land position, which is not beneficial for the plan forming process (Interviewee (2C), 2019).

'Je ziet dat de belangen verstrengelen, en dat niet alle neuzen dezelfde kant meer op staan, want de gemeente is nu aan het verkennen, terwijl de partijen bezig zijn met het kopen'

Therefore, it is necessary to combine the collaboration contract with a follow-up agreement (land lease or purchase). When doing this, a 'yes, provided that' situation is created instead of a 'no, unless' situation. The advantage of a 'yes, provided that' situation is that the private developing partner has a guarantee that they will obtain a land position (for example) when they fulfil the promises they made. A 'no, unless' situation sparks uncertainty (Interviewee (2C), 2019).

Overall lessons learned from the perspective of private developing party, Lingotto & Klokgroep

Interviewee (2E)

According to Interviewee (2E), the selection phase was relatively unorganised- very organic, which made the process a little uncertain. The first lesson learned given by Lingotto was therefore aimed at the municipality- He mentioned that having a more thought out process would provide for predictability and therefore trust in the approach (Interviewee (2E), 2019).

'Ik had niet echt het idee dat ze een duidelijk pad voor zich hadden' - Interviewee (2B)

It is beneficial when a municipality has an integral vision of the area as well as the courage to make integral decisions before commencing the collaboration phase. This is often difficult however, because many municipalities are organised in sectors. So you need a project manager who knows what the priorities are, and who has the courage to make integral decisions. 'want dan kan je met elkaar keuzes maken, want als je alle gemeentelijke ambities bij elkaar gaat optellen, dan gaat het natuurlijk nooit lukken'. So, according to the private developing party Lingotto, an important competence that the municipal representatives must

have, is the ability to think and make decisions in an integral manner in order for the collaboration to work out. Also, when the municipality has a global integral vision ready, including their basic requirements, goals and interests, it gives the developers a foundation to build upon- this allows for a smoother collaboration process from the perspective of the developer (Interviewee (2E), 2019).

Interviewee (2E) also recommends spending more time on the transparency matter, as this has not been done properly in the NYMA-terrein case, as the municipality was and still is in a rush due to deadlines. What is happening now, during the financial negotiation phase (due to the time crunch), is that the importance of transparency is not on the priority list. This imposes a risk on the effectiveness of the negotiations and the end-result. Lingotto wants the municipality to really understand their position in this development, but are fearing that they are not being heard to the extent that is necessary (Interviewee (2E), 2019).

Interviewee (2D)

Both parties need to understand each other's goals and interests in order to be able to create a win-win situation. It is therefore crucial to discuss each other's goals and interests at the very beginning of the process- it creates a framework which can then be coloured in.

'We zijn allemaal zo spastisch, en willen alles op het begin al vastleggen, maar durf nou is een keer gewoon te beginnen, en elkaar te vertrouwen'

'We weten allemaal hoe we moeten ontwikkelen, maar de slag ligt hem in het menselijke'

'Doe niet zo moeilijk allemaal'

'Als het een ingewikkeld project is, waarbij je kennis van elkaar nodig hebt, dan moet je aan partner-selectie beginnen, anders niet'

Interviewee (2A)

In this case, an important criteria element was the type of real estate developer. In this case the municipality was looking for a party who was content driven (Dutch: inhoud gedreven) instead of money driven. The organisation and management of the private party was also important, the municipality was not looking for a developer who was very hierarchical or managed top-down, instead, they were looking for an open, innovative and non-hierarchical party who would value a public-private collaboration, and whom could see the municipality as a partner. This was very important, and is a recommendation to future partner-selections, because in order to be able to work together, both parties need to have the same work philosophy (Dutch: werkwijze).

Barriers & Risks of partner-selection

Interviewee (2A)

In the NYMA-terrein case, Interviewee (2A) learned that some private developing parties whom showed up at the market exploration phase, were very opinionated about the fact that they thought that this type of tender and partnership would be unsuccessful. One developer even said: 'Ik heb ervaring met dit soort terreinen, en ik geloof er heilig in dat je maar one partij moet hebben' (English translation: 'I have experience with these type of areas, and I believe that you only need one private developing party to carry it out'). He mentions that many developers are still traditional in that sense. It is therefore important to find a private developing party who has it in their working culture (DNA) to be open for the potential added value of a partner-selection and consequently an extensive collaboration process with the municipality. Real estate developers, as well as municipalities must both understand the potential added value (Interviewee (2A), 2019).

During the interview, Interviewee (2A) also frequently mentioned the importance of openness, honesty and transparency. However, a concerning barrier is that both municipalities and developers tend to be closed off and unwilling to share information ('kaarten tegen de borst'), which is a very traditional way of doing things in the real estate industry (Interviewee (2A), 2019). Furthermore, distrust is also very often a barrier for successfully working together. Public and private parties often don't speak the same language, and often start off with negative assumptions about one another.

Interviewee (2B)

The biggest risk according to Interviewee (2B), is the risk that the collaboration comes to an end after the financial negotiations (development strategy- SOK 1). However, she says that this risk is also present in traditional tender methods in which the plans that private developing parties hand in turn out to be

unrealistic- consequently ending the agreement (Interviewee (2B), 2019).

Interviewee (2C)

One of the biggest barriers that the municipality is facing, according to Interviewee (2C), is the idea that the current tender system is efficient and appropriate for all urban area developments. This creates a barrier for partner-selection because it provides a situation in which a substantial percentage of the municipal body is reluctant to carry out a partner-selection. It is important for the whole (involved) municipal body to be supportive when carrying out a partner-selection. This barrier could potentially be overcome when more and more people become advocates of the partner-selection instrument through understanding its relevance. However, more importantly, municipal representatives whom are advocates must have the courage and a persuasive talent to assure the concerning municipal body that the partner-selection method is the right approach regarding the particular urban area development (Interviewee (2C), 2019). He mentions that reluctant municipalities might need to experience failure first (whilst using the traditional tender method) before understanding the relevance of partner-selection.

Another barrier concerning the municipality is the fact that some might not have the capacity to initiate and manage a partner-selection. According to Interviewee (2C), several municipalities have said that they do not have the knowledge and expertise to be an equal partner to a private developing party, which could potentially put them in an unfavourable position.

'De gemeentes moeten er namelijk goed over nadenken wie die op het project zet, de ambtenaar moet het kunnen, en de bestuurder moet het aandurven'

A barrier concerning the private developing party is one of openness. Interviewee (2C) observed that many developers have a traditional approach, and prefer to develop and realise a plan individually without much help of the municipality (this was also recognised by Interviewee (2A)). This approach is the opposite to what a partner-selection as well as a partnership.

Interviewee (2E)

According to Interviewee (2E), there is always a huge risk in terms of politics. The municipal representatives can change due to politics, this can cause discontinuity. Also, sometimes municipal representatives need to make decisions which are best for the public or their political position, which may not be best for the project itself ('het kan ten koste gaan van de markt hier'). So this is a big risk that is constant throughout the project. 'De gemeente heeft zo veel petten op, dat kan a risico factor zijn'. Making choices is sometimes difficult for municipalities because they have so many agendas. It also makes them unpredictable, which can be risky for the involved private developing parties (Interviewee (2E), 2019).

Besides the NYMA-terrein case, Interviewee (2E), 2019 also mentions barriers that the municipality of Amsterdam faces, as Lingotto is an Amsterdam based developer. He explains that Amsterdam has a strong tender culture, which has been built up historically, as Amsterdam did everything on their own before- buying land, making plans etc. This is the biggest barrier for the municipality of Amsterdam to adopt the partner-selection method (Interviewee (2E), 2019). Another barrier for stepping away from the traditional tender methods and introducing partner-selection when necessary, is that Amsterdam is a good market. Municipalities know this and therefore stick to plan and price selections as they know that private developing parties are going to participate in their tenders anyways. So there is no urgency to change. In Nijmegen, getting market parties to invest is much more difficult, so the municipality is more aware and realistic, making the implementation of partner-selection easier and straightforward (Interviewee (2E), 2019).

Interviewee (2D)

A big barrier that Interviewee (2D) mentioned was the fact that developers have a bad reputation. He mentions that developers are often referred to as 'thieves' (Dutch: boefjes). Interestingly, he understands where the distrust comes from, as in earlier days, it was indeed the case that developers had bad intentions. However, he stresses that the real estate industry has entered a different and modern time, in which most developers are more open, honest, and willing to collaborate (Interviewee (2D), 2019).

'Als ontwikkelaar hebben we nou eenmaal een slechte naam, de snelle jongens, de boefjes' - Interviewee (2D)

'Kijk onze voorgangers hebben slechte keuzes gemaakt, daar ben ik heel eerlijk in, dus het komt niet uit het niks, maar we zitten nu in een nieuwe tijd' - Interviewee (2D)

'De wereld is nu open, en vroeger gesloten, dus laten we een nieuwe slag maken' -Interviewee (2D)

Another barrier stems from the reaction of municipalities to the distrust that they have in the private developing parties. Interviewee (2D) vocalises that municipalities often keep to themselves, and have the habit of keeping their cards left unturned. This is a huge barrier, and must be overcome if partner-selection is to work out (Interviewee (2D), 2019). In the NYMA-terrein case, this barrier was not so much present, but in many other development that Interviewee (2D) has participated in it was present.

'Voor een gemeente is het heel zeldzaam om geen kaarten tegen de borst te houden' - Interviewee (2D)

Another reason that Interviewee (2D) gives about the origin of distrust, is that municipalities are often fearful of commencing a partner-selection due to their lack of knowledge of the building industry. He thinks that instead of advising the municipality to upgrade in knowledge, he recommends municipalities to start off with having the courage to trust the private developing parties, as these market parties are the ones that the municipality hired for knowledge and experience (Interviewee (2D), 2019).

'Angst en wantrouwen is het grootste probleem waar we tegenaan lopen' - Interviewee (2D)

'Ik wil nu met de gemeente Nijmegen samenwerken, maar over twintig jaar ook, ik wil continuïteit want dat ik belangrijk voor mijn bedrijf, wij als bedrijf willen dus relaties behouden'

'In duurzame relaties, daar zit onze winst'

A tip given for overcoming the barrier of fear and distrust concerns a good learning curve. Interviewee (2D) stresses that municipalities and real estate developers should commence with small pilot partner-selection projects (e.g. renovation of a small school) in order to get acquainted and familiar with the idea and process of a partner-selection. Interviewee (2D) mentions that trust is something that is built up in small steps. Having a good experience with partner-selection as well as close collaboration (public and private) is therefore an important and educational stepping stone.

Als je het nooit probeert te proberen, kan je nooit innoveren' - Interviewee (2D)

Organisational & relational success factors

The following organisational & relational factors were explicitly described by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D) as essential factors needed for the formation and continuation of successful partnerships between private developing partner and the municipality. The success factors were either confirmed or proposed by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D). Methods of obtaining the success factors were also discussed and can be found below conjointly.

- From the perspective of the municipality of Nijmegen, Interviewee (2A)

Trust:

Trust is the foundation of partner-selection. The difficulty lays within the fact that every party has their own agenda. However, trust is created when the key players genuinely understand and respect each other's agenda. This is also important when trying to bring together agenda's in order to create common goals and interests (Interviewee (2A), 2019).

'Wat je zult zien is dat je dan naar een win-win situatie gaat' - Interviewee (2A)

Moreover, to be able to trust one another, both parties need to be open, honest, clear, straightforward, and consistent when they make promises. 'Practice what you preach' (Interviewee (2A), 2019). Trust is also very much about mutual respect. Interviewee (2A) stresses the importance of the municipality taking it upon themselves to show how grateful they are that the private developing party is willing to work together (and vice versa).

In the NYMA-terrein case it became very apparent that the procedural set-up was unclear and overly organic. This caused a certain amount of uncertainty for the participating private developing parties. This negatively affected the trust that the developers had in the municipality and the process (Interviewee (2A), 2019). So, a good tip by Interviewee (2A) is to make sure that processes are predictable.

Common goal:

Both parties must have common goals, this allows for the intrinsic motivation for parties to work together.

Transparency:

From the very beginning, the agreement was made that the process would be treated as an open book. This agreement did not only concern transparency in terms of administration, but it also regarded the mentality of both public and private parties. 'Want heb je een probleem, kom je er niet uit, maak er dan geen big deal van, en sleur het niet te lang mee, maar bel me op en bespreek het meteen. Get it out of the air!' 'Recht voor z'n raap eerlijkheid en openheid mentaliteit moet je hebben om dit voor elkaar te kunnen krijgen!'

• From the perspective of the municipality of Nijmegen, Interviewee (2B)

Trust:

Interviewee (2B) also believes that trust is the foundation for partner-selection. She mentions that trust is truly organised in the collaboration phase, not the selection phase. What can be done however in the selection phase is to look for private developing parties whom feature important competences which are important for trust. Example competences: openness, honesty, willingness to trust, etc. Trust is also created when the municipality has a good idea of what they want, and have set out clear basic requirements (Dutch: uitgangspunten) and a global vision in which the developers can make their plans. The municipality can then trust them to come up with a plan that is according to what they had envisioned. Teambuilding is also essential for building up a solid foundation for trust (Interviewee (2B), 2019). 'Je moet af en toe een keertje samen een biertje drinken' (Interviewee (2B), 2019).

Common vision, goals and interests:

Both parties must have a common vision in order to be able to work together. That being said, it is imperative for a private party to understand the municipality's basic requirements- only then can a common vision be created (Interviewee (2B), 2019). Public and private parties have different interests. It is therefore important to be aware of the different interests and to understand the reasoning behind the different interests, this is necessary in order to come up with common interests (Interviewee (2B), 2019).

Transparency:

Even though full transparency is what many people are praising, both public and private parties are never going to be absolutely be transparent about everything. This is also not necessary (Interviewee (2B), 2019). Parties need to only be transparent in matters which concern the partnership (Interviewee (2B), 2019). According to Interviewee (2B) it is important to find a good balance between an open partnership without giving away your negotiation position. She stresses however, that finding this balance together is of the essence.

The most important elements in which both parties need to be transparent (Interviewee (2B), 2019): 1) development vision, 2) time-frame in which the party wants to realise the project, and 3) financial goals in terms of profits and costs- short term and long term. These elements are important to discuss and understand, as these elements create the foundation when setting up a business case together. When expecting the private developing party to be open, the municipality needs to set the correct example, as the municipality is the initiator of the development (Interviewee (2B), 2019).

'Je moet elkaar begrijpen, anders kan je geen win-win opzetten'

Willingness to compromise:

Interviewee (2B) often mentions the importance of compromising. She says that when working together on achieving a win-win situation, compromises must sometimes be made. The willingness to do so is therefore a success factor in negotiating.

Continuity:

It is very much worthwhile to maintain the same 'players' (public and private party representatives) on the development team as information history is essential to keep going.

Commitment:

Commitment is a success factor that needs to be agreed upon from the very beginning. This needs to be done contractually. 'Het proces kost veel tijd, dus we hadden commitment van te voren geclaimd, om de

verwachtingen vanaf het begin goed bij te stellen'

Common Philosophy:

Both parties need to have the same mind-set in terms of the right balance between being pragmatic and ideological. Also, both parties need to equally advocate the collaboration between parties. Having common grounds, and the same appreciation for certain matters could also be of great benefits. In the case of the NYMA-terrein both public and private parties found the end-users of great importance (Interviewee (2B), 2019).

- **From the perspective of the process manager, Interviewee (2C)**

Continuity:

One of the biggest concerns that was brought up during the NYMA-terrein partner-selection is the fact that private and public party representatives often come and go. It is therefore important to select representatives as well as the private developing party itself. So that when someone leaves the project, another representative can fill in. It is important to make sure that the DNA of a private party is suitable as well as that of the representative. By doing so, if someone decides to leave, there is a bigger chance of getting a substitute whom has the same mind-set, attitude and knowledge (information history) as his or her predecessor. Furthermore, it is also useful to set up a partnership in which parties are linked on multiple levels. This is a lesson learned from the NYMA-terrein development, as in this case, parties are linked on one single level- as the directors of Lingotto and Klokgroep are already on the team and there is no steering group (Dutch: stuurgroep) and / or projectgroep (Dutch: project group). This means that there is no escalation model when a team member drops out. Consequently, there is a possibility of derogation (Dutch: afbreukrisico) (Interviewee (2C), 2019).

'Information history is belangrijk, als iemand eraf geknald wordt, kan een ander enorm veel roet in het eten gooien door allemaal vraagtekens te zetten bij eerdere discussies en besluiten'

Motivation:

The motivation to collaborate must at all times be present. In order to organise mutual motivation, a tip was given to phase the collaboration phase. Furthermore, building in an exit moment after each phase can also work as a push to motivate parties to collaborate successfully. The phases can be organised in terms of milestones, which can be assessed through implementing critical success factors. This incentive needs to be directed at both the municipality and the selected private developing party (Interviewee (2C), 2019).

'Je kan de contracten zodanig instellen dat de marktpartijen op die manier ook bereid zijn om voor je te gaan rennen'

The best way to organise the motivation to collaborate, is to set up financial incentives. Financial incentives are effective because the involved private developing parties want to make a profit, as that is the core of their business. Examples of financial incentives (Interviewee (2C), 2019): 1) sharing risks, 2) rewarding market parties with land positions (Dutch: grondposities) or land leases (Dutch: erfpacht) when the collaboration goes well and / or goals are achieved, and 3) 'een prikkel is altijd grond, vastgoed of financieel' (Interviewee (2C), 2019).

A private developing party can also motivate a municipality. This can be done through the following examples (Interviewee (2C), 2019): 1) being transparent in certain areas (e.g. business case, administration, etc), 2) helping out municipalities by means of their expertise as well as knowledge, and 3) helping the municipality with the entire urban area development vision (this is what happened in Delft Campus). According to Interviewee (2C) it is also crucial to make sure to not give away all incentives at the start of the process. It is imperative to have incentives ready to go after each milestone, goal or phase in order to stimulate the continuation of a successful collaboration.

Common interests & goals:

'Je moet er voor zorgen dat alle belangen dezelfde kant op blijven wijzen'. 'belangen kun je verenigen in een samenwerkingsovereenkomst, hierbij is het ook belangrijk hierin compromissen te durven sluiten'- Interviewee (2C)

Transparency:

When aiming for transparent decision-making it is important for both public and private parties to discuss (together) what each party needs from one another. Parties need to be transparent in matters than concern the mutual goal. There is no need in being transparent only for the sole purpose of being transparent.

Interviewee (2C) stresses that both parties need to be strategic as well. He says that each party needs to retain some information in order to maintain its favoured position (Interviewee (2C), 2019).

'Dus, wat heb je nodig om het project te organiseren en wat heb je nodig om jezelf te organiseren, hiertussen moet je de lijn trekken'

It is helpful to hire an independent third party to help with the organisation of transparency. He or she can map and comprehend what each party needs from one another (in terms of documents, budgets, information, etc), and what parties might not want to share. This independent third party can then understand where the flexibilities lie, and what the right moments are to potentially move the transparency boundary if deemed necessary (Interviewee (2C), 2019).

Trust:

What makes organising trust difficult is that trust depends on all other relational factors, such as: honest, openness, and common philosophy (the conviction that the development can only be successful when working together). In the Netherlands, we have a hard working culture, we like to work professionally, and thereby sometimes forget to structurally work on building up trust (Interviewee (2C), 2019). Interviewee (2C) thinks that the biggest barrier to creating trust is the possibility that nobody feels responsible for building up the trust. He therefore advises that the development teams to stay rather small. So that each party has one or two key representatives whom work together on a daily basis.

het is makkelijker om vertrouwen op te bouwen in een kleiner verband'.

Flexibility:

It is important for both parties to be flexible when it comes to goals, interests and ambitions.

'Er is altijd een moving target met partner-selection'

• From the perspective of the private developing party, Lingotto, Interviewee (2E)

Motivation:

Interviewee (2E) brings a new insight to the table, it being that developers are very much motivated without municipalities having to build in incentives. He mentions that when a private developing party invests money into the collaboration, so 'out of pocket' costs on architects, urbanists, and other advisors, it works as their own incentive to keep themselves motivated to stay involved. They would otherwise loose money on nothing (Interviewee (2E), 2019). He does however mention the importance of stimulating it throughout the process.

'We gaan natuurlijk niet voor niks iedere keer naar Nijmegen'

He also turns to the capabilities of the municipality. He reckons that an important competence that a municipality must be in possession of for this type of collaboration to work is the motivation and willingness to pull it off, as he strongly feels that both parties need to have equal motivation (Interviewee (2E), 2019).

'Het is belangrijk dat beide partijen de noodzaak voelen om samen te werken', d.m.v samen risico's en kosten dragen bijvoorbeeld'

Transparency:

The extent to which both private and public parties need to be transparent depends on the development case. The interviewee advises to hire an independent third party who can oversee the financial negotiations, and who is able to make an integral land and real estate exploitation (Dutch: grond en vastgoed exploitatie). It is then important to be transparent about profit goals (specifically from the real estate developer), and maximum deficits (specifically from the municipality), and maximum rent levels (specifically from the 'ondernemers' and end-users). 'En dan wordt er duidelijk wat er kan, en als dingen niet kunnen, dan kan je gaan nadenken hoe je het dan samen kunt oplossen' (Interviewee (2E), 2019).

• From the perspective of the private developing party, Lingotto, Interviewee (2D)

Continuity:

Continuity is very important in terms of installing the appropriate and suitable team members (both public and private) from the very start of the process up until the very end. It is also important to involve specialist (engineers, architects, urbanists, etc) from the very beginning as well- so that the realism of the

development plans made can be as accurate as possible (Interviewee (2D), 2019). Interviewee (2D) stresses that public and private party representatives whom are eventually going to realise the development plan are the most important 'players' to involve from the very start. He says that they need to be involved in every decision and agreement made. So not only the board of directors are have all information, but also those whom are going to realise the project (Interviewee (2D), 2019). 'Want met die mensen moet je jaren lang samenwerken' (Interviewee (2D), 2019)

Trust:

Distrust can be removed through being open and by being transparent about goals and interests (Interviewee (2D), 2019).

'Gooi alles open, opdrachtgever en ontwikkelaar!'

References are also important, it demonstrates a private developing party's skills and expertise- it is a good foundation for trust (Interviewee (2D), 2019). Also, Interviewee (2D) advises municipalities to frequently exchange knowledge and experiences amongst themselves. Through contacting other municipalities whom have worked with participating private developing parties, municipalities can obtain a lot of knowledge on how private parties work, and how they play the game (Interviewee (2D), 2019).

Transparency:

Through being transparent about finances and intentions, public and private parties can work together to find a win-win situation, and to remove as many risks as possible. Both public and private parties need to be transparent in: their calculated building costs, budgets, and administration (Interviewee (2D), 2019).

Personal connection:

If there is no click between the municipality and the developing party, then the collaboration should come to a halt straight away, according to Interviewee (2D).

Motivation:

Interviewee (2D) says that implementing direct competition in order to create motivation is not necessary. In cases like this, a sense of ownership is important, both parties need to feel as if it is their project- this motivates them to carry the development out to their best potential (Interviewee (2D), 2019). Motivation is also something that is already in the nature of a private developing party when they commence a project. This is due to the fact that if something goes wrong, it could damage the image as well as the relationship they have with the municipality, which is not advantageous for market parties in the long run (Interviewee (2D), 2019).

'Motivatie zit hem ook in de image en de eventuele relatie breuk met de gemeente'.

Honesty:

This is a competence that Interviewee (2D) finds very important for a municipality to have. Being honest about the good and the bad, problems and successes is crucial when entering a collaboration in which public and private parties are partners (Interviewee (2D), 2019).

Openness:

This is also a competence that Interviewee (2D) finds very important for a municipality to have (Interviewee (2D), 2019).

Proactivity:

Both parties need to be proactive in terms of coming up with solutions. These solutions needs to be for individual purposes but must also solve mutual goals (Interviewee (2D), 2019).

16. APPENDIX 5. CASE STUDY RESULTS- SMAKKELAARSVELD

Event based advice from the perspective of the municipality of Utrecht

Including an interview element (Dutch: sollicitatie gesprek) during the selection phase is a great way of finding out whether or not the private developing party's representatives suit the desired private developing party partner profile. An interview element could also be used as an opportunity to 'build in' an unexpected event. This allows for an 'assessment moment', where the municipality has the opportunity to observe how the market party representative(s) react to the unexpected event. This could give insights into a representative's and party's attitude and response habits. This tip was based on an unexpected event that occurred during the pre-selection of the smakkelaarsveld case, it ended up as a moment where many new insights were obtained (Interviewee (3A) & Interviewee (3B), 2019).

Evaluation moments were also endorsed. The evaluation moments can be used as appropriate opportunities for re-evaluating whether or not the organisational structure of the partnership needs to be re-organised- when it is not going well or when proved inefficient. Re-evaluating the situation and organisation is important to maintain successful partnerships (Interviewee (3A) & Interviewee (3B), 2019).

Event based advice from the perspective of the private developing party, Lingotto

The dialogue rounds organised in the selection phase of the plan-selection were very helpful for the participating private parties. During the dialogue rounds, developers were allowed to ask questions, and municipal representatives were allowed to continuously react to the plans created by the developers. It provided for a situation in which private parties had the opportunity to marginally collaborate with the municipality of Utrecht. The participating private parties were enthusiastic about this event, however, they also found it difficult, because the municipality was very enthusiastic but were less critical. Interviewee (3C) would have liked municipalities to be more transparent, and to focus more on the negative instead of only the positive. Organising dialogue rounds in a full partner-selection process is therefore an endorsement.

During the dialogue rounds, the municipality managed to maintain a level playing field through making sure that all the private parties involved would obtain the same new information each time a question was asked. Furthermore, participating developing parties were always welcome to ask the municipality questions during the selection phase. This too was an aspect that Interviewee (3C) was very enthusiastic about (Interviewee (3C), 2019). The disadvantage however of creating a collaborative environment early on in the process, during the selection phase, is that the municipality has the tendency to drag along discussions for too long whilst long discussions are not yet desirable in the selection phase. 'Het ging op een gegeven moment over de steenkleuren, op een gegeven moment houdt het een keer op en moet er gekozen worden' (Interviewee (3C), 2019). Nevertheless, as it is a collaborative assignment, there is a necessity to create a collaborative environment early on in the process, as problems can be solved easier together (Interviewee (3C), 2019).

'partner-selectie moet niet ordinair uitronden op een prijs-selectie'

The quote mentioned above addresses that a partner-selection should not end up in a price-selection. This is because the nature of a partner-selection is very 'soft', and as soon as it is combined with a price-selection it becomes very 'hard'. The result of a price-selection could be the 'reluctancy' of the developing party to work together in a soft manner. For example, the developing party who ended up bidding the highest price, might become more reluctant to work together, as they had to pay to become a partner, which could potentially make them less social and willing to be equal partners. This affects trust and the motivation to work together, as a price-selection solidifies the relationship (Interviewee (3C), 2019).

'Het gevoel dat je krijgt wanneer je het meeste geboden hebt, is een vervelend gevoel, waardoor je minder sociaal wordt'

'Nee we kunnen het er niet over hebben, ik heb net het hoogste geboden, dus je hebt je zin al gekregen, en dus heb je na de bieding niks meer te bespreken'

When the collaboration does not sit well with both public and private parties, or is not going well in general, it could be helpful to organise an informal team building event. An example could be an excursion (Interviewee (3C), 2019; Interviewee (3D), 2019). Interviewee (3C) however mentions that organising such an event early on in the process (when things are still going well) might not be as useful as organising such events during more difficult times. He also mentions that it might be worth looking at personality tests at the beginning of a collaboration phase (Interviewee (3D), 2019).

Furthermore, the one-on-one interview moment was also a good indication opportunity in which the municipality can see whether or not they can see the developing party as a partner, and of course vice versa.

'Het juiste gevoel moet vanuit beide kanten komen' - Interviewee (3D)

'Maar, het is ook zo dat een ontwikkelaar vaker dan niet toch wel echt de locatie belangrijker acht dan de klik tussen hen en de gemeente, het gaat er immers om het kunnen en willen ontwikkelen van de locatie' - Interviewee (3D)

Overall lessons learned from the perspective of the municipality of Utrecht

When it comes to overseeing and stimulating the successful collaboration between two parties, Interviewee (3A) recommends installing a relationship coach who's sole purpose is to keep tabs on how the collaboration is going between the involved public and private parties. In particular the soft aspects, such as behaviour, trust and attitude. She stresses to make sure to only involve this relationship coach when necessary.

Another tip given by the municipality of Utrecht is to involve an external process manager, whom is unbiased, to make sure that the process goes as planned, but also who is able to monitor whether or not the initial mutual goals, ambitions and norms are maintained and included in the plans developed (Interviewee (3A) & Interviewee (3B), 2019).

Interviewee (3B) also proposes to try stay away from involving lawyers as much as possible during the process. She hammers that trying to solve problems together (public & private parties) internally is key. When doing this, the partnership remains friendly instead of harsh.

'Durf je juristen thuis te laten!' - Interviewee (3B)

Another insight obtained from the Smakkelaarsveld case is to make sure to not be naive as a municipality. It is important to trust the involved developers, however, it is also important to keep independence and to check the developer's work in order to keep the trust going.

Finally, Interviewee (3A) stresses the fact that municipalities need to let go a little. It is important for municipalities to dare to put a municipal land development on the market which is not buried in detailed requirements, rules and ambitions.

G.2. Lessons learned: objectifying the subjective elements of partner-selection

The pre-selection (partner-selection) was very personal, and focussed on finding the right partner. This allowed for elements of subjectiveness. The municipality tried to objectify the subjective elements through having 15 representatives from the municipality read the application letters. These 15 people had to rank the letters from best to worst. The application letters required from each participating market party also included references (showing their experience & knowledge) and an inspiration picture (showing what inspires them to make smakkelaarsveld a great place to live and meet). Including factual elements (references) balances the application letter, and makes it more objective than simply subjective (Interviewee (3A) & Interviewee (3B), 2019).

Interestingly, some applicants handed in a vision, which is a very traditional way of 'competing' in a selection, the municipality used this to confirm that those market parties did not read the tender (request) documents properly. The municipality concluded that the market parties entering a partner-selection need to be willing to step out of their comfort zone and refrain from the 'traditional' way of doing things (Interviewee (3A) & Interviewee (3B), 2019).

Furthermore, the municipality of Utrecht also thought out the ideal partner profile in terms of competences. They found this very important and useful, and mentioned that it helped objectify the subjectiveness of choosing a partner (Interviewee (3A) & Interviewee (3B), 2019).

H. Overall lessons learned from the perspective of private developing party, Lingotto

According to Interviewee (3C), the partner-selection process was much appreciated, but the extensive plan-selection process that followed was critiqued. This was due to the fact that the plan-selection went on all the way up to the prototype design (Dutch: voorlopig ontwerp, VO). This defeated the essence of the partner-selection pre-selection, and cost the three participating private parties a lot of money and time. The

municipality wanted a prototype design because they needed the developers to submit realistic calculations. However, according to Interviewee (3C), the plan-selection went too far. He stresses that going as far as a sketch design (Dutch: schetsontwerp, SO) would have been enough, especially when selecting a partner. He mentions that it would have been better if one private party was selected based on the sketch designs. The chosen private party could have then worked on the prototype design and definitive design in close collaboration with the municipality- under the contractual condition that this private party is given a timeframe in which it needs to come up with a feasible plan that works for both parties. This would have saved a lot of time and money (around 100,000 euros), but would have also been very good for the optimisation of the design. However, Interviewee (3C) also mentions the importance of competition in a selection process. He stresses the importance of challenging private parties in order to achieve the best solutions and designs (Interviewee (3C) 2019).

'Dus een stuk concurrentie erin stoppen is altijd wel goed' - Interviewee (3C)

Another tip given by Interviewee (3C) concerns the municipality's approach of privately (Dutch: onderhands) inviting real estate developers to participate in tenders (tip given out of experience). He stresses that municipalities could do more extensive research on who they are inviting and how skilled, knowledgeable and experienced the developers are. Through conducting thorough research independently, municipalities can prevent themselves from inviting developers who may not suit the profile that they are looking for. It could save municipalities, but also developers a lot of time. Additionally, he strongly advises municipalities to communicate with colleague municipalities who have worked with the private parties that the municipality is interested in. When doing so, municipalities can learn from the experiences of other municipalities on what the level of quality is that the developer produces, and whether they are trustworthy and committed or not. Through doing this, municipalities could save a lot of time, and they could be more sure of their chosen participants, and therefore be more open to trusting the developing party (Interviewee (3C), 2019).

An important lesson learned is for both parties to be fully committed to one another (success factor). The cruciality of this success factor became apparent when a couple of municipal representatives went on 'leaves' during the collaboration process. This was very contradictory, because Lingotto committed fully, and had the obligation to put forward people that were bound to stay on the project from beginning till end, whilst municipal partner did not have to do this. This led to an 'unfair' situation in the eyes of the developer. However, Interviewee (3C) also mentions that a developer must be prepared for these types of situations as municipalities often change. Municipalities often can't promise long term commitment as their commitment depends on the public law system, and so its political position. Therefore, a developer must be prepared for a situation in which commitment and municipal representatives can differ (Interviewee (3C), 2019).

A repeated and crucial 'Do' mentioned by Interviewee (3C), is to take references more seriously. Also, municipalities could look for references that they find interesting and suitable for the municipal land development and find the 'team' who is behind the reference- who managed / realised the referenced development. Basically, the suggestion implies that through approaching references in this manner, they could also find the appropriate partners. It is maybe then also easier to trust these 'team' members to do their job well as they have already set in stone a good reference.

'Referenties zeggen alles' - Interviewee (3C)

Furthermore, a definitive 'Don't' given by Interviewee (3D), is that even though it is good to organise an element of competition, it is important to make sure not to overdo this particular aspect. In the case of Smakkelaarsveld, the competition was organised via a plan-selection. The plan-selection went on until the prototype design (Dutch: voorlopig ontwerp, VO). Interviewee (3D) stresses that this went too far, as the prototype design was adjusted majorly after the definitive plan (VO) selection. He strongly recommends that if this was carried out again, that it would have been more efficient to stop after the vision or sketch design. This would have been more efficient as the involvement of the municipality and other stakeholders would have been very helpful at the beginning of the design process. Also, as market conditions were continuously changing, it was inevitable that the prototype design had to be adjusted, it would have therefore been better to do it all in one go (Interviewee (3D), 2019).

Finally, partner-selection is a new phenomenon, making it very understandable if municipalities choose to gradually get used to the idea of partner-selection. This was also done in the Smakkelaarsveld case through

starting with a pilot 'hybrid' model. This could also be done in many other cases where municipalities may be reluctant in organising an entire partner-selection (Interviewee (3D), 2019).

Barriers & Risks of partner-selection

According to Interviewee (3B), a major barrier to overcome is distrust. The distrust in market parties (from the perspective of the municipality) stems from the idea that market parties often fail to deliver what they promised. This has frequently been the case with traditional selections, where a developer hands in an overly romanticised plan, which is often to a certain extent unrealistic. The distrust also stems from the fact that municipalities think that market parties are only out for the money (Interviewee (3A) & Interviewee (3B), 2019). This is true for some developers, but not all, this is recognised by Interviewee (3A) and Interviewee (3B), but remains a sore topic in the overall municipal body.

An interesting comment made by the Interviewee (3C) was that the level of distrust concerns the municipality more than the private developing party. He mentions that it is the job of the developer to work with the uncertainty that distrust brings about.

Another barrier, which was present in the Smakkelaarsveld case, concerned the excessive number of tender documents. Interviewee (3C) mentioned that the municipality put together around 200 tender documents. It is impossible to read and remember every single item in the documents.

'Je gaat dit natuurlijk niet allemaal puntje voor puntje lezen of onthouden' - Interviewee (3C)

The problem and risk in this is that when there are an excessive number of documents, municipalities have the ability to use that against the participating private developing parties when they failed to read or remember every single detail. Interviewee (3C) found this an obstruction of trust, and stressed that the municipality has the responsibility to not point fingers later on in the process when it could have been prevented by the municipality themselves (Interviewee (3C), 2019)

'dat wist je toch' - Interviewee (3C)

Organisational & relational success factors

The following organisational & relational factors were explicitly described by Interviewee (3A), Interviewee (3B), Interviewee (3C), and / or Interviewee (3D) as essential factors needed for the formation and continuation of successful partnerships between private developing partner and the municipality. The success factors were either confirmed or proposed by Interviewee (3A), Interviewee (3B), Interviewee (3C), and / or Interviewee (3D). Methods of obtaining the success factors were also discussed and can be found below conjointly.

From the perspective of the municipality of Utrecht

Trust:

The foundation of creating trust is an open attitude about goals, ambitions and intentions. Being trustworthy includes 'walking the walk' as actions speak louder than words. When building up trust, both parties need to 'dare' to ask 'why' parties have certain goals, ambitions and intentions. Additionally, it is important to react to how people are behaving. The question, 'why is someone reacting the way they are?', is an important question to keep in the back of your mind (Interviewee (3A) & Interviewee (3B), 2019).

'Vertrouwen is de basis' - Interviewee (3B)

Transparency and having an open mind is also important for building trust between public and private team members. The municipality, as the initiator of plan, should set the proper example in terms of the level of transparency and openness. Furthermore, creating a safe environment is also key, making sure that the topics discussed stay confidential is essential. Predictability is also important in creating a strong foundation for trust. It can be achieved by means of clarifying (as the municipality) what the 'game rules' are. This entails defining the framework in which private developing parties can act. This framework should consist of basic requirements, goals (financial and qualitative), 'bestemmingsplan', planning, and so on. This is imperative so that the involved developers understand, from the very beginning, what the playing field entails. Predictability is also created through setting up deadlines. Moreover, continuity in players is important. Knowing with whom you work, through thick and thin, is comforting. Lastly, managing the expectations of both parties is also important: the parties involved need to understand each other's roles, ambitions, goals, limits, and so on in order to trust one another (Interviewee (3A) & Interviewee (3B), 2019).

As with any other personal relationship, trust needs to be maintained. Seeing one another on a regular basis, both informally and formally, is crucial. When failing to do so, the chances arise that parties start to make up their own truth, which in some cases could be false. This could then lead to false accusations as well as misunderstandings, this must be avoided (Interviewee (3A) & Interviewee (3B), 2019).

An important lesson learned in terms of trust, is to organise more informal events which allows for an environment in which a personal connections between parties can be built up. Interviewee (3A) also mentions the importance of allowing an informal atmosphere, when appropriate, in formal meetings:

'Haal soms ook de BBQ sfeer aan tafel, zodat je op alle niveaus met elkaar kan praten' - Interviewee (3B)

Through doing this it becomes easier to discuss 'the elephant in the room', which could sometimes be painful to discuss but extremely important to get out of the way in order to sustain a healthy collaboration (Interviewee (3A) & Interviewee (3B), 2019).

Finally, distrust, and the degree to which parties may distrust one another is usually caused by negative experiences (Interviewee (3A) & Interviewee (3B), 2019). According to Heleen, it can be countered through discussing the distrust between parties at the very beginning.

Communication:

A frequent and suitable form of communication is an absolute necessity. It is important to 'personalise' the relationships between team members of public and private parties. This can be done through calling or personally meeting as the main method of communication instead of using online communication, such as emails. Also, meeting on a regular basis is strongly advised. This is important in order to make sure that parties don't grow apart, and, it shows commitment (Interviewee (3A) & Interviewee (3B), 2019).

Openness:

Being open is an important ingredient to successful partnerships. Having the courage to share good as well as bad news is required from both the people representing the public and private parties, as well as the the organisations standing behind these representatives. Openness should run through the DNA of the entire organisation. It is paramount that both public and private parties possess this particular success factor. In practice, this is still very much a concern.

'Uit ervaring zagen we dat de mensen aan tafel wel wilden, maar dat de mensen daarachter het niet wilde' - Interviewee (3A)

Transparency:

To promote successful collaborations, it is also necessary to be transparent about individual as well as organisational and financial interests, such as: profit and quality goals, cost limits as well as organisational interests and requirements (Interviewee (3A) & Interviewee (3B), 2019).

A combination of openness (behavioural) and transparency (content based) is paramount for both parties to understand each other better in order to be able to collaborate on a more personal level. According to Heleen, the personal aspect of a partnership is what currently needs more improvement, as the expertise and experience is already present (Interviewee (3A) & Interviewee (3B), 2019).

Commitment:

The parties, and their representatives, who enter a partnership preferably need to remain involved throughout the whole project to obtain continuity. Parties also need to stay committed to their role, as this too allows for continuity (Interviewee (3A) & Interviewee (3B), 2019).

Continuity:

The continuity of key players (of both parties) involved is also important, as mentioned above. It creates an environment in which people know what to expect. Knowing what to expect allows for trust. Continuity can also be obtained through having a common philosophy on all organisational levels of both public and private parties. This is because if only the team members of a partnership have a common philosophy and not the supporting backbones of the parties (boards, etc), then a successful partnership risks discrepancies (Interviewee (3A) & Interviewee (3B), 2019). *Common philosophy implies: that both parties

support the culture of the partnership formulated.

Personal connection:

A healthy click amongst team members is crucial. To maintain a click amongst team members, it is important to set in place continuity through having people team members whom are fully committed to the project. When people are together for a while, they gather up personal information history and a mutual understanding. When team members continuously change, the group dynamic is difficult to maintain, and can cause arguments, which can potentially derogate a successful partnership (Interviewee (3A) & Interviewee (3B), 2019).

Flexibility:

The municipality of Utrecht finds it is important to know how a market party will and can react to change. More importantly, how flexible it is willing to be, the more flexible the better. Flexibility should be agreed upon from the beginning (Interviewee (3A) & Interviewee (3B), 2019).

Being able to compromise is an important element of flexibility. It is a difficult element however. To demonstrate the difficulty of compromising, the 'prisoner's dilemma' can be used to sketch the situation. Say a market party (or a public party) is thinking about compromising, the first thing it does is to make sure that the other involved party is also willing to compromise in order to obtain a mutual goal. If the market party finds out that the other involved party is not willing to compromise, then the market party will instantly choose its own goals over the mutual ones. Having complete certainty that the other party values the mutual goals equally is crucial- this requires trust. Getting the involved parties to compromise also depends on the level of respect. Besides a healthy dosis of respect, it is also signifiant to be able to change opinions, or goals when necessary when this is necessary to obtain a greater good (for example, a win-win situation). According to Interviewee (3A), this cane be achieved through having a 'non judgemental' mind-set (Interviewee (3A) & Interviewee (3B), 2019).

Common goals, ambitions & norms:

Both involved parties need a legitimate interest and understanding in each others goals, ambitions and norms, only then you can collaboratively underpin what the common goals, ambitions and normans are in order to figure out what the optimal plan / solution can be for an assignment (Interviewee (3A) & Interviewee (3B), 2019).

Common philosophy:

Both parties need to have the same mind-set in terms of understanding the advantages of working together. Both parties need to support the idea that public-private collaborations can lead to optimal results. Parties need to understand each other's worth, and recognise that only together, an optimum can be obtained. Parties should not enter a partner-selection and a partnership collaboration when they only see partner-selection as a solution to decreasing excessive costs and time consumption (Interviewee (3A) & Interviewee (3B), 2019).

Mutual understanding:

Understanding each other's interest and goals is essential in order to be flexible when it comes to decision-making as well as editing visions and / or plans when deemed necessary (Interviewee (3A) & Interviewee (3B), 2019).

Non Judgement mind-set:

Being open is simply not enough. Coming in with a non-judgemental mindset is imperative because often people search for things they want to hear, instead of what the reality actually is. Judgemental traits and mind-sets can cause misunderstandings (Interviewee (3A) & Interviewee (3B), 2019).

Control:

For the municipality to retain control (Dutch: regie) over the process is important to maintain. Control can be installed through organising deadlines (milestones) for example. A lesson learned from the Smakkelaarsveld case is that for every involved party, a team leader should be appointed, who is able to steer their team in the same direction as the other teams. In smakkelaarsveld Interviewee (3A) (head of the public party team) had the role to steer both public and private parties in the right direction. Interviewee (3A) found this difficult and hard to manage on her own (Interviewee (3A) & Interviewee (3B), 2019).

Motivation / 'wilskracht':

This success factor contains a behavioural component, namely that the people on the development team (both private & public) need to 'want' to work together, and need to understand that a different way of collaborating / and procuring is necessary to make partner-selection work. This may be difficult for parties whom still adhere to the traditional culture of real estate. Additionally, both parties also need to believe in partner-selection, and that this new method is the most suitable and effective way to deal with a complex urban area development. If both parties don't have believe in the method, it brings about the wrong motivation, which works counterproductive (Interviewee (3A) & Interviewee (3B), 2019).

Municipalities can motivate market parties through implementing incentives. A good incentive used in the Smakkelaarsveld case is land acquisitions. The selected market party, Lingotto, will only be able to obtain the land once it has created a plan that is according to the request documents and collaboration vision, as well as approved by the municipality. (Interviewee (3A) & Interviewee (3B), 2019).

Creativity:

It is important for both parties to be creative in terms of decision-making. Creativity must be substantiated by realism (Interviewee (3A) & Interviewee (3B), 2019).

Optimism:

As a partner-selection is about teamwork, optimism is a crucial competence that partners need, especially with complex problems and close collaboration (Interviewee (3A) & Interviewee (3B), 2019).

Phasing:

Phasing allows for controlled environments, which could allow for predictability. Phasing can be organised through setting up evaluations for example (Interviewee (3A) & Interviewee (3B), 2019).

From the perspective of the private developing party, Lingotto

Trust:

The willingness and ability to trust must come from both parties, it won't suffice when only a single party is open to trusting (Interviewee (3C), 2019; Interviewee (3D), 2019). Interviewee (3C) accentuates the importance of a good exit-agreement went building a proper foundation for trust. A good exit-agreement includes agreements that motivate parties to do what they promised to carry out. The fact that agreements are legally bound gives parties the confidence that the agreed upon actions will be taken. Also, the 'harder' the exit-agreement, the less private and public parties need to trust one another from the very beginning. It creates a good foundation on which proper trust can be built (Interviewee (3C), 2019).

Trust is also obtained through the ability of a party to recognise whether or not the other involved party is doing a good job or not. This requires a certain competence, namely, knowledge on urban area developments. Interviewee (3C) therefore suggests that municipal representatives whom are in charge of the development, need to have basic knowledge on what an urban area development entails, so that they have the ability to recognise what a good plan is. This allows for a good reason to trust a private developing party. When this knowledge does not exist, municipal representatives start looking for elements that they do understand, for example, the highest bid, this however is not the essence of a partner-selection. A good partner is also one whom is complementary. Having different skills and expertise is crucial, however, having the ability to understand each other's expertise and output is crucial in order to be able to trust one another.

Commitment:

Both parties need to be committed to each other, it won't suffice if only the private party is committed by law and the public party is not, as it could potentially induce distrust. Interviewee (3D) also stresses the importance of commitment, he mentions that both municipality and private developing party must be committed fully. He also mentions, that it is crucial for key team members to remain committed, and not only promise the commitment. This is imperative for the continuation of information history and mind-set (Interviewee (3D), 2019).

'Het ding is, als gemeente moet je het goede voorbeeld geven. Je kan van ons niet verwachten dat we 100% gecommiteerd zijn als de uitvragers dat ook niet zijn' - Interviewee (3D)

Transparency:

Transparency is important for proper information flows, but it is also essential for stimulating trust. The

foundation of transparency is transparent decision-making. Moreover, it is important to be transparent about budgets and profit goals. However, transparency is only good to a certain extent. Interviewee (3C) stresses that not every little problem should be addressed, parties should be able to solve problems individually. When the problems can't be fixed individually, and more importantly, concerns the other party, the problems must be brought up and discussed together.

Common Target:

A successful collaboration stems from a common target. It is important that both parties have the same goal, and that they understand the importance of working together in order to obtain the common target (Interviewee (3D), 2019).

16. APPENDIX 6. FINANCIAL & LEGAL SUCCESS FACTORS

Financial & legal success factors

The following financial & legal factors were explicitly described by Interviewee (1A) or Interviewee (1B) as essential factors needed for the formation and continuation of successful partnerships between real estate developer and municipality. The success factors were either confirmed or proposed by Interviewee (1A) or Interviewee (1B). Methods of obtaining the success factors were also discussed and can be found below conjointly.

I. Exit agreement (legal & financial):

The exit agreement, which was included in the collaboration agreement (Dutch: samenwerkingsovereenkomst) was a very important success factor in the RijswijkBuiten process. It was imperative for the following reasons: 1) business organisations and operations can change over time, 2) risk profiles can fluctuate immensely over time, 3) the designed collaboration process may not work out or be effective.

'Een exit regeling is belangrijk, je wilt niet gevangen zitten'- Interviewee (1B)

Important agreements to make in an exit agreement: 1) an agreement is to be made on what the 'exit' is going to entail. Usually this is in terms of finances, for example, how much it will cost to leave the partnership, also known as the exit payment. A tip given by Interviewee (1B) is to make sure that the exit payment is a little painful. It therefore shouldn't be a 100,000 euros, because then it would be too easy to leave. When the exit payment is higher, it makes it more difficult for a party to exit a partnership. It therefore motivates parties to work out their problems amongst themselves instead of having to pay a high exit fee. The exit fee in RijswijkBuiten was two million euros - 'dit was net voldoende pijn' - Interviewee (1B)

'De drempel voor gemeente en ontwikkelaar moet net een pijngrens creëren, dat motiveert om door te gaan' - Interviewee (1B)

From the perspective of the private developing party, it is important to build in an exit payment which is also 'painful' for the municipality. This is because, after a while, municipalities get the hang of things, and start to understand how a developer works, and how the financial administrations are done as well as what the margins are. If the exit payment is set too low for the municipality, the municipality could exit the partnership and re-introduce a tender with for example a higher land fee, which is a big uncertainty in the RijswijkBuiten case (Interviewee (1B), 2019). In RijswijkBuiten, the exit payment is specific to a party.

'De verleiding is soms groot door marktconformiteit' - Interviewee (1B)

II. Contract (legal):

Interviewee (1B) says that a 'loose' (unconstrained) legal contract is more suitable for a partner-selection instead of a very constraining one. However, he stresses a few important agreements to include, them being: 1) that both parties must operate with transparency, 2) that both parties must approach the development together, as a team, and 3) that flexibility is agreed upon concerning the programme, the spatial frameworks, finances, and risks.

'De kracht van deze samenwerking is ook dat de juridische afdeling hier niet zo veel te doen heeft'

III. Transparency (financial):

A financial success factor is transparency. According to Interviewee (1B), the financial game rules must be discussed early on in the process. The financial game rules concern the allocation of risks between both public and private party(s). More specifically it entails which party takes on land (Dutch: grondexploitatie risico's) and / or sales risks (Dutch: verkoop risico). The financial game rules also concern what each party's profit goals are and cost structures (Dutch: kosten structuren) encompass. In the case of changing (economic / organisational) circumstances, and risk allocations change accordingly, risk premiums must be granted to those taking over the risk(s). The risk premium concerns a percentage taken over the sales prices (Dutch: VON-prijzen). These risk premiums must be discussed beforehand as well to avoid future discussions that could lead to disruptions in the negotiations.

'Als je dit niet van tevoren vast timmert, dan krijg je geheid' - Interviewee (1B)

Additionally, both parties need to be transparent about: budgets, costs, quotations, project administration: intended profits and goals, as well as planning- of course under strict confidentiality agreements. Finally, transparency in financial administrations is crucial as it gives both parties the ability to understand one another and to make considerations that are beneficial to both parties.

IV. Flexibility (financial):

As mentioned earlier, clear agreements need to be made about financials goals, requirements, bottom-lines and agreements. However, what is even more important is to discuss and clarify where the flexibilities lie.

V. Fair agreements (financial):

In RijswijkBuiten, the following risk-to-profit ratio was set up: the more risk a party carries, the more revenue it deserved to get. This is also of importance in case of a potential crisis management scenario. In the case of RijswijkBuiten, the municipality of Rijswijk is responsible for the land development (Dutch: grondexploitatie) which costs 150 to 160 million euros. This is a huge burden resting on the shoulders of the municipality, so to weigh out the enormous risk, the municipality also receives the highest revenue percentage. Interviewee (1B) says that this is a very fair agreement, and mentions that if a financial crisis happens tomorrow, the municipality might be in for an article 12 (bankruptcy), which would not be beneficial for all parties in the partnership. Therefore, a fair risk-to-profit ratio (risk premium) is crucial.

'Hier moeten alle partijen en zeker de ontwikkelaar zich goed van bewust zijn, als de ontwikkelaar geen of heel weinig risico wilt afnemen maar wel 10% marge wilt hebben over de gehele koopsom, dan is dat natuurlijk niet eerlijk'- Interviewee (1B)

An important lesson learned from the financial crisis is that risks need to be allocated in fairness, so logically and carefully. Risks must never rest entirely on the shoulders of the involved private developing party. The illusion that this is possible is entirely misleading according to Interviewee (1A). If municipalities feel as if its too much risk to carry, why would it be realistic for a market party to carry that same risk? When one party carries all risk, it adds another dimension of risk to the project because both public and private parties are tied inevitably to one another. So if one goes into bankruptcy, the whole development is in jeopardy. It is therefore important to think about risk allocation rationally and fairly (Interviewee (1A), 2019).

All in all, in financial negotiations, you need to be transparent, fair, and understanding of one another's positions. After all, finances are the most important 'force field' between municipality and developer, as it is the most important goal. 'Het komt altijd neer op geld' - Interviewee (1B).

Financial & Legal success factors

The following financial & legal factors were explicitly described by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D), as essential factors that are needed for the formation and continuation of successful partnerships between real estate developer and municipality. The success factors were either confirmed or proposed by Interviewee (2A), Interviewee (2B), Interviewee (2C), Interviewee (2E), and Interviewee (2D). Methods of obtaining the success factors were also discussed and can be found below conjointly.

Financial success factors:

Not discussed due to inexperience, this comes as a result of the NYMA-terrein development process is still in its early phase: the financial negotiations. Lessons learned concerning the financial agreements / success factors can therefore not yet be extracted, as the negotiations have not yet been concluded.

Legal success factors:

Legal success factors have also not been thoroughly discussed as the legal agreements made can not extensively be tested for success. However, a few tips have been given according to experience of the interviewees.

- **From the perspective of the municipality of Nijmegen, Interviewee (2A)**

Not discussed due to time constraints

- **From the perspective of the municipality of Nijmegen, Interviewee (2B)**

Exit-agreement:

Interviewee (2B) hammered that an exit-agreement is essential. However, the exit agreement was not very detailed according to her. It basically consisted of the agreement that if one of the three involved parties were to not want to continue, that the collaboration could then be called of (Interviewee (2B), 2019). 'Concreter konden we het bijna niet maken' (Interviewee (2B), 2019).

Contract:

Besides an exit agreement, it is also important to describe the collaboration form, so whether it is going to be a 'stichting' or a 'bv'. Furthermore, it is also important to contractually agree upon the communication methods, the level of independence of each party, and whether or not the urban area development needs the formal establishment of a management organisation (Dutch: beheerorganisatie) (Interviewee (2B), 2019). Establishing agreements on the organisation, the sales plan, and the exit-agreement (Dutch: ontbindingsfactoren) need to be discussed prior to entering the collaboration phase also (Interviewee (2B), 2019).

- **From the perspective of the process manager, Interviewee (2C)**

Not discussed due to time constraints

- **From the perspective of the private developing party, Lingotto, Interviewee (2E)**

Exit-agreement:

In the exit agreement, the involved private developing parties get 20,000 euros ('kleine vergoeding') when the collaborating terminates. We also invested out of pocket costs,

Contract:

When it comes to the contracts, Interviewee (2E) recommends the following: first an intention agreement (for the development of the development strategy), then a collaboration agreement (for the development of the development plan), and finally a follow-up agreement (koopovereenkomst or erfpacht overeenkomst). The agreements made in the collaboration agreement for the first collaboration phase were simple- it mainly concerned the agreement that all parties in the NYMA development team would work together to explore the NYMA-terrein development in order to come up with the development strategy with the eventual goal of realisation. Afterwards, a new collaboration agreement would be set up.

'Er is nu geen zekerheid, als je het zwart wit bekijkt, de enige zekerheid die ik heb is dat ik een goed gevoel heb bij het proces, en de partijen die meedoen' 'Het is garantie tot aan de deur, maar dit is bij een normale

Tender ook zo- je hebt pas zekerheid als de volgende overeenkomst er is'

- From the perspective of the private developing party, Lingotto, Interviewee (D)

Exit-Agreement:

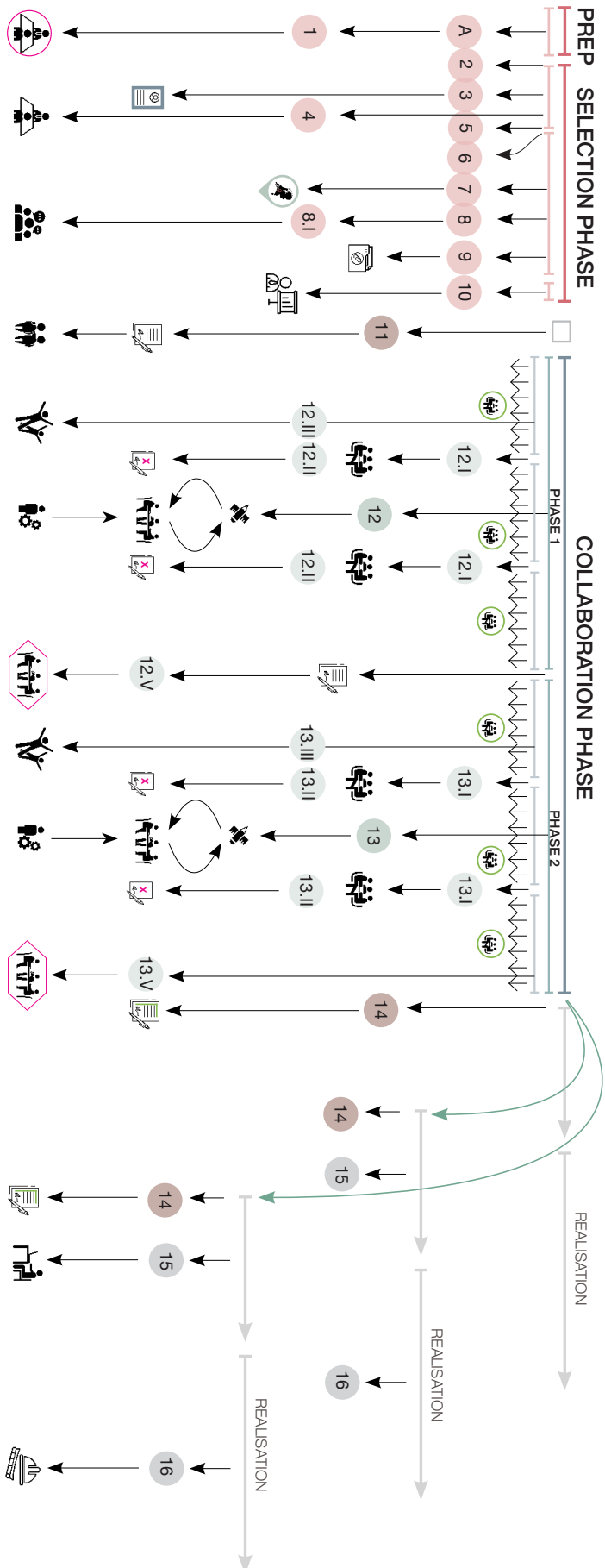
If one party is not content with the collaboration, the collaboration should be undone immediately. Its just as simple as that. According to Interviewee (2D), there is no criteria on what a bad collaboration is.

Contract:

Financial and qualitative agreements and goals should be made together, thereafter, it should be included in the collaboration agreement. It is also important to formulate roles and responsibilities at the very start of the process, this too needs to be included in the collaboration agreement (Interviewee (2D), 2019).

'Deel ook risico's met elkaar, hou het voor allebei de kanten spannend!'

THE PARTNER - SELECTION PROCESS



LEGENDA EVENT BASED PROCESS MODEL

	Motivation letter		Informal talk / interview		Dialogue		Submission		Presentation		Location visit		Aftercare		Dialogue Rounds
	Collaboration Agreement		Informal Meetings / Exploration		Evaluation Meetings		Exit Agreement		Designing		Collaboration		Formal Meetings		Follow-up Agreement
	Kick-off Meeting		Market Exploration												

