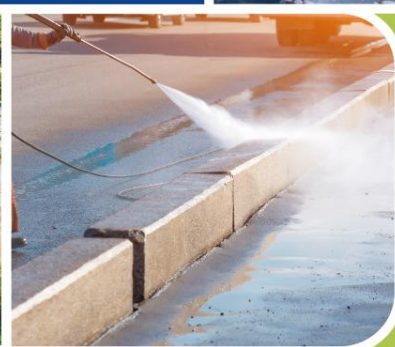
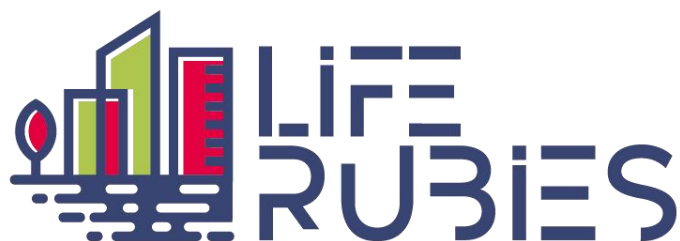


After LIFE Plan: Exploitation Plan of LIFE RUBIES

Deliverable DE2.1



Real-time pollution-based control of urban drainage and sanitation systems for protection of receiving waters

Document Title : LIFE RUBIES DE2.1 : After LIFE Plan: Exploitation of LIFE RUBIES

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Date: January 2026

Modifications (dates)

November 2025: First version

January 2026 : Final and validated version

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1 Objective of the document

This document summarizes MEL and CYII's strategies for the future scale-up of the LIFE RUBIES solution and a new implementation in progress. There is also a summary of the Intellectual property rights agreed between all beneficiaries regarding the LIFE RUBIES solution and the way the consortium intends to sell the solution in the future (business plan between all beneficiaries).

2 Lille after LIFE plan

MEL has decided to continue the project in 2026.

Indeed, RUBIES project required a huge investment both human from all participants and financial. The resources deployed could not be fully exploited despite the additional time allocated to the project.

As a matter of fact, the project was technically complex and difficulties were encountered on the structures during the experimental phase.

Thus, it seems appropriate to continue the experimentation beyond the project in order to fully exploit the solution and carry out a longer-term evaluation.

In addition, additional equipments must be installed on the left bank branch to continue efforts to reduce discharges during rainy weather, and this could be integrated into the dynamic management system:

- Raising of the Thiers spillway in Saint-André
- Installation of a mobile valve at the Pasteur spillway in Saint-André

This equipment will significantly change the operation of the branch and lead to a significant reduction in discharges during rainy weather. It will have an impact on the dynamic management of the branch, in particular by facilitating the transfer of flow between the Café des Fleurs and Pont de l'Abbaye pumping stations. Currently, weirs crests that are too low limit transfer capacity and restrict the Café des Fleurs pumping station through dynamic control.

Further consideration should also be given to other equipments such as the Euratechnologies storage tank located further upstream on the network, which is currently underutilized, following the example of the Joffre storage tank in Loos, for which a study is currently underway with a view to converting it into a dual-mode storage tank (namely reducing pollution due to CSO during rainy periods and combating flooding).

It seems ill-advised to abandon the dynamic control experiment at this stage, given that new prospects and new regulatory requirements are emerging. For information, if in a few years' time it were finally decided to reinvest in dynamic control despite its abandonment at the end of the RUBIES project, a significant amount of work and money would again be necessary, particularly for the configuration of the system.

With regard to the regulatory aspect, dynamic control has been identified by the MEL as a major tool for achieving regulatory compliance, and this approach has been included in the Lille metropolitan area's rainwater compliance decision. This solution should optimize the operation of existing facilities and improve the overall performance of the sanitation system during rainy weather.

As a reminder, the left bank branch still contributes significantly to the discharge balance of the Lille sanitation system. The left bank branch still account for 15% of discharges, with a spilled volume of around 800,000 m³ per year.

Finally, performance requirements during rainy weather will also be further strengthened by the European Urban Waste Water Directive 2. Integrated urban waste water management plans will have to be established in order to limit discharges during rainy weather to 2% of the load in urban waste water collected annually (dry weather flow). This is a non-binding target to be achieved by December 31, 2039 for all agglomerations with a population equivalent of 100,000 or more, which is the case for the Lille sanitation system.

In this regulatory context, it therefore seems appropriate to continue the dynamic control approach initiated beyond the RUBIES project, which is scheduled to end on December 31, 2025.

The project is based on the AQUADVANCED software solution. This solution is widely used in France and abroad. In order to continue operating the RUBIES project, it is therefore necessary to invest in the software that was made available during the European project.

The solution will be acquired via UGAP, an organization that has already conducted competitive bidding processes on behalf of local authorities prior to acquisition. The acquisition process is underway.

In addition, we will continue maintaining two quality measurement points installed on Guy Lefort and Bateliers sites.

Finally, continuing dynamic management will also require increasing preventive maintenance of the structures. In particular, attention will need to be paid to the cleaning operations of the Guy Lefort and Bateliers storage tanks. Increased use of the tanks may require more frequent cleaning. In addition, any malfunctions that may occur in the structures included in the system must be addressed as a priority for corrective maintenance.

The budget is planned for 2026 to continue the project.

As previously indicated, continuing with this approach could also involve extending the scope to include new structures. The overall objective of dynamic management is to limit heavy investment in new structures (such as storage tanks, which themselves generate significant operating costs) by optimizing the operation of existing structures, both in terms of filling and emptying, thereby improving the overall performance of the sanitation system.

3 Madrid after LIFE plan

3.1 Context and background

The urban drainage network currently managed by Canal de Isabel II (Canal) is mostly combined and has nearly 16.000 km of sewer pipes and 157 WWTP. This network is the result of a series of policies on design, management, and investment in infrastructure over time. The infrastructure is divided into sanitation systems, each corresponding to a different basin. It provides sanitation services to more than 6 million inhabitants, belonging to over 135 different municipalities. It is common for these municipalities, as the owners of their sanitation networks, to have opted to sign an agreement with Canal de Isabel for the transfer of the management and maintenance of its sewer system. This is the case of the city of Madrid. While the municipality owns the infrastructure and has been responsible for its design and construction, Canal is entrusted with its operation. Additionally, the circumstance exists that the Madrid city Council is responsible for ensuring the quality of the Manzanares River as it passes through the municipality's territory. For this reason, Canal must report to this authority in the event of any non-compliance regarding the conditions under which CSO discharges are carried out during rain events. In this sense, it is worth noting that traditionally, penalties have only been imposed in situations where discharges did not coincide with a precipitation event. This lenient criterion did not pay attention to the management of the sanitation system, particularly concerning the limitation of overflows until storm tanks storage capacity limits are reached, nor, by any means, to the quality of the discharge.

However, the entry into force of a new regulatory framework that aims to quantify and limit the pollutant load of discharges, as well as the current climatic context indicating that extreme weather events will occur more frequently, has sparked Canal's interest in exploring new operational alternatives for its sanitation system. This was the principal motivation for participating in the Life Rubies project.

3.2 Results from the Rubies pilot case study

The implementation of the Case Study in Madrid has evidenced the convenience of using a Real Time Control tool, not only to reduce pollutant load discharges during rain episodes, but also to guarantee coordinated and optimized urban drainage system management at a wide range level. The capacity of Aquadvanced UD to monitor and control enables the possibility of centralizing the activities of the different infrastructures which integrate a complete urban drainage and sanitary system. At the time being, due to the different actors which intervene in the operation of the sewer system infrastructure (each Storm Water Tank and WWTP is managed by a different subcontractor and have individual SCADAs for the asset operation), establishing an integrated operation protocol was a handicap for Canal. In this sense, the LIFE-RUBIES project and AQDV implementation have successfully facilitated information sharing among operators, providing a comprehensive system-wide operational view.

Besides these general operation benefits obtained from the implementation of the AQDV solution, particular operation rules have been modified on the Manzanares System, based upon

the setpoints suggested by the optimizer during the simulations accomplished. These improvements are detailed on Deliverable DB3.3. Partly due to the existing undemanding regulation standards regarding CSO discharges, the management of the sanitation system carried out was far too conservative, thus leading to an excess of CSO overflows. Thanks to the implementation of the real time control tool, CSO volumes have been strongly reduced and limited to situations in which the pilot's area storm water tanks maximum storage capacity is reached.

However, it is to be highlighted that the pilot area of the Case Study covers only the final stretch of the Manzanares Sanitation System. During rainy episodes, the study area receives most of the flow which exceeds the normal operation capacity of the WWTPs located upstream, thus becoming the Gordian knot of the Manzanares System, and where the occurrence of CSO is higher. In this sense, operation strategy could be highly improved if real time control techniques were established for the operation of the total system

In addition, the Life Rubies project has also highlighted the existence of certain deficiencies in Canal's urban drainage system regarding automatization of gates, pumps and other actuators as well as in sensor and monitoring implementation, needed for a better knowledge of the sewer system real time state. Deficiencies in monitoring and remote control are issues which have limited the possibilities of a full implementation of the Life Rubies solution.

3.3 Madrid After LIFE Plan

The situation described in the previous section calls for the convenience of enlarging the scope of the implementation of the Rubies Solution as well as in rethinking the traditional way of managing and designing grey infrastructures. In this scenario, Canal de Isabel II is committed to undertake a process of digitalization of its sanitation and drainage infrastructure which will enable to carry out the desirable integrated operation of the whole of the Manzanares sewer system through the implementation of an intelligent urban drainage real time control platform. It will consist of a comprehensive solution that combines advanced technologies for climate analysis as well as installation of instrumentation for network flow and quality monitoring and evolution. It will enable the adoption of real-time operation decisions based on precise system state data and predictive models. This implementation is named as DREINCAM project (Spanish acronym for Madrid Community Intelligent Drainage)

DREINCAM will add meteorological information and information from the sanitation network to shape a centralized drainage control system, in which integrated software will offer predictive models and real-time solutions for decision-making. The project, which has a budget of 25.8 million euros, will receive a 9.9 million subvention with the Next Generation European funds associated with the Recovery Plan and which, in this case, are granted by the Spanish Ministry of Ecological Transition.

Resembling the Life Rubies Project, the tool will be made up of three modules (climatology, network information, and sensitization) that, combined, will provide real time information for an intelligent management tool deployed in several sanitation systems belonging to the

Community of Madrid. The Rubies project is a clear reference of what DREINCAM tool aims to achieve.

Following the Life Rubies solution, the DREINCAM project will use advanced hydrodynamic and mathematical models, which, operating in real time, will simulate the response of drainage networks and basins to various operation scenarios, allowing decision making with more precise data.

The implementation of the DREINCAM system requires the integration of multiple projects and tendering processes, such as implementation of remote control of the sewer system gates and actuators, developing of IT infrastructure for field data registration and communication procedures, implementation of radar system for precipitation forecast and nowcasting etc., some already consolidated within Canal and others that the public company has launched expressly.

Among them, a key task is the definition of the digital-based solution for real-time simulation and control of the sewer system based on dynamic system models and forward-looking simulations. The solution must provide, besides the calculation of the optimized operation, the possibility of sending this control set-point to Canal existing SCADA system without the need of requiring manual operator intervention.

The AQDV solution, combined with the Model Predictive Control algorithm based on an optimization criterion for the minimization of the pollution sent to surface receiving waters due to CSO discharges during rain events clearly meets all the above requirements. However, Canal de Isabel, as a public body, cannot award contracts directly. Free competition between different bidders is required in every tendering process. For this reason, Canal is preparing a call for tender directed to address this task. Thanks to the successful performance of the AQDV tool within the Life Rubies Project and considering also its scalability as well as the keen interest in the Life Rubies team in promoting and developing the solution as a commercial tool and the reduced number of existing competitors, according to the market analysis done, there are significant chances for the Rubies Solution to be awarded with this contract.

4 New implementation of the solution

In addition to the scale-up of the project in Lille and Madrid, SUEZ won tender in 2024 with the LIFE Rubies solution for St Malo municipality. The fact to promote a quality real-time control tool was clearly a differentiating factor to win the tender. It is also very positive feedback showing that the market is open for solutions similar to the LIFE RUBIES one.

The deployment is in progress with a particular interest of the LIFE RUBIES solution for one sensitive part of the St Malo catchment area (in terms of pollution).

For instance, the Marville tank filling valves from the interceptors will be particularly useful during periods of heavy rainfall, when discharge into the natural environment is unavoidable. In order to limit the flow of pollution discharged, a prioritisation strategy is to control the closure of the Marville basin supply valve for interceptors that contribute little to pollution, so as to keep this supply valve open for interceptors that contribute more to pollution. In this way, the more polluted flows will be stored as a priority over the less polluted flows.

The use of the hydraulic model will confirm or refute the margins for optimisation related to network storage. However, compared to the current operation of interceptors based on set points, the ability to dynamically and predictively control the valves of these structures will also aim to optimise the storage of effluents in upstream networks.

In this regard, our costing also provides for the installation of two additional network valves. Hydraulic modelling will enable the most suitable locations to be identified.

This management will be based on the results of quality modelling of the expected pollution at each interceptor. Quality modelling is particularly useful here, as the study entitled 'Design and implementation of a solution for assessing flow yields in the sanitation collection infrastructure of Saint-Malo' highlighted variations in turbidity and therefore pollution depending on spill events.

The benefit for the community will be the assurance of having a tool that enables the overall and predictive optimisation of volumes and flows discharged into the sea in order to sustain the region's economic activities.

This approach will enhance the value of all heritage investments and research work on effluent quality aimed at improving the performance of Saint-Malo's sanitation system. Saint-Malo is recognised as a pioneer in taking quality into account in the monitoring of its sanitation system.

This solution will also ensure that the appropriate tools are available to achieve and maintain compliance in the sanitation system's flows.

5 Intellectual Property Rights (IPR) between beneficiaries

5.1 Extract of the consortium agreement

Below is an extract of the consortium agreement established in 2022 where the Intellectual Property Rights have been agreed and validated between all beneficiaries:

5. BACKGROUND INFORMATION, INFORMATION AND RESULTS OBTAINED FROM THE PROJECT

1. Notwithstanding the confidential obligations assumed by the PARTIES by virtue of the present Agreement, the PARTIES acknowledge and agree that:

(i) All Pre-existing material / Background Information and/or Background Intellectual Property Rights existing prior to the date of this Agreement shall remain the exclusive property of the Party owning such Background Information and/or Background Intellectual Property Rights and nothing in relation to this Agreement shall be understood as a transfer or license of such.

(ii) All Background Information and/or Background Intellectual Property Rights owned by each Party which is necessary to develop the Project of the present Agreement, which are attached as **APPENDIX IV BACKGROUND INFORMATION**, shall be shared if required on a royalty free basis with the other PARTIES, but its use shall be limited to develop and/or execute their corresponding Project's Activities. Any controversy arising with regard to the situation described shall be resolved according to Clause 20. Any Results obtained by a Party shall be shared on a royalty free basis with the other Parties when these results are needed for developing and/or executing their corresponding Project's Activities, and only for this purpose.

(iii) Background Information and/or Background Intellectual Property Rights may only be included as forming part of a PARTY foreground resulting from its execution of the Project subject to a prior written agreement between the Party owning such foreground and the PARTY owning the Background Information or Background Intellectual Property Rights.

2. With regard to information used, received and/or shared by any PARTIES under the Project, the PARTIES agree that:

- i. Any information used, received and/or shared by any PARTIES in and for the development and/or execution of the Project will be solely used for the purposes of this Agreement. Information will be shared with **SUEZ Smart Solutions** as Coordinator Beneficiary if needed to fulfil its obligations according to Clause 2.
- ii. Should any of the PARTIES not participating in any task or subtask, or the Activity, be interested in accessing details and/or information relating to such Task or Subtask, this Party should contact the leader of the Task or Subtask and justify the reasons for its interest. Before sharing such information, the Party leading such said Task or Subtask

shall agree in writing, with all other participating PARTIES of the task or subtask, if any, as to whether it is appropriate to share this information. If accepted, an agreement concerning the conditions for the use of this information by the requesting Party shall be formalized.

- iii. In case of the necessity to create an Advisory Board during the Project, the Parties will grant a power of attorney to the Coordinating Beneficiary for the sole purpose to enter into a Confidentiality Agreement with the members of the Advisory Board on behalf of the Parties (see attached Confidentiality Agreement model in Appendix V).

3. Results' Ownership

The PARTIES agree that from the development and/or execution of the Project may result or derive Intellectual Property Rights which, for the purposes of this Agreement, shall include projects, plans, models and designs of engineering works, patents, utility models, topographies for semi-conducting goods, trademarks, trade names, know-how, computer programs, publications, etc.

With regard to the ownership and co-ownership of the Intellectual Property Rights resulting from execution of the Project, the PARTIES agree that:

- i. The Intellectual Property Rights shall correspond exclusively to the Party or PARTIES involved in the task or subtask from which such rights may result. Any Intellectual Property Rights that may result from the execution of one task or subtask shall be co-owned by the PARTIES participating in such task or subtask in proportion to their specific intellectual and financial contribution, which will be evaluated according to several criteria which will take into account the direct economic, material and human resources contribution as well as existing Intellectual Property Rights or information prior to the task or subtask. The Parties undertake to enter into a co-ownership agreement in order to establish terms and conditions concerning the management of such co-ownership. Notwithstanding the foregoing, and unless the Parties otherwise agree by the co-owners, if a PARTY does not wish to own the referred Intellectual Property Rights, the abandoning PARTY shall duly inform the other participating PARTIES, which shall obtain full ownership of such results. Likewise, if any non-participating PARTY is interested in obtaining the Intellectual Property Rights derived from the results obtained in a task or subtask shall have the right to acquire them from the participating PARTIES in the terms to be regulated in the corresponding agreement.
- (ii) The PARTIES agree that, should any part of their work be subcontracted, the subcontractor shall assign the Rights of use of all Intellectual Property developed to the contracting Party as well as renounce to such Intellectual Property Rights.

4. Results' Legal Protection

If the result or results obtained from work developed on any of the tasks or subtask require protection as Intellectual Property Rights and these rights required to be registered before any competent Registry to obtain the corresponding legal protection, the PARTIES agree that:

(i) Any owner or co-owner PARTIES of such Rights which is interested in protecting them as mentioned above, whether on a national or international level, shall inform the Coordinating Beneficiary of the Project **three (3) –months in advance**, and subscribe a Co-ownership Agreement in case of co-ownership.

(ii) The PARTIES agree that unless otherwise agreed by the Parties in the corresponding Co-ownership Agreement, the cost of preparing, filing and prosecuting of such rights applications and the maintenance and renewal of such rights shall be born equally by the co-owner PARTIES according to their participation percentage in the Co-ownership Agreement. Any co-owner interested in the exploitation and protection of the results in a specific territorial area or in a registry must bear the costs involved regardless of the percentage of co-ownership. .

5. Disclosure of the results

The PARTIES undertake under any circumstances not to disclose the results obtained in the execution of the Project in a way different from that established in the present Agreement, for the duration of the Agreement and five (5) years following its expiry or termination, or as long as the previous written authorization of the **co-owners of these results** is not obtained.

The data and reports obtained throughout the Project's execution as well as the final results will be considered to be of a confidential nature and will be treated as such for the duration of the Agreement and five (5) years after its expiry or termination. According to Clause 14, the PARTIES agree that they will be responsible for the fulfilment of the confidentiality obligation by their employees and/or personnel to whom the Project's Information had been disclosed.

If a Party co-owner of the results wishes to make use of the partial or final results, totally or partially, in order to publish such results as an article, conference, etc., the approval of the other co-owners must be obtained.

Prior notice of any planned publication shall be given to the other co-owner Parties at least 45 calendar days before the publication. Any objection to the planned publication shall be made in writing to the Coordinator and to the Party or Parties proposing the dissemination within 30 calendar days after receipt of the notice. If no objection is made within the time limit stated above, the publication is permitted.

An objection is justified if

- (a) the protection of the objecting Party's results or Background would be adversely affected
- (b) the objecting Party's legitimate academic or commercial interests in relation to the results or Background would be significantly harmed.

The objection has to include a precise request for necessary modifications.

If an objection has been raised the involved Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall

not unreasonably continue the opposition if appropriate measures are taken following the discussion.

The objecting Party can request a publication delay of not more than 90 calendar days from the time it raises such an objection. After 90 calendar days the publication is permitted, provided that Confidential Information of the objecting Party has been removed from the Publication as indicated by the objecting Party.

The publications must mention the parties which have contributed to the results concerned as well as the funding under the Program LIFE.

A Party shall not include in any dissemination activity another Party's Results or Background without obtaining the owning Party's prior written approval, unless they are already published.

In accordance with the applicable regulations, when applying for possible registrations of intellectual and industrial property rights and publishing the results of the Project, inventors' mentions (in case of a patent or utility model filing) and authors' rights will have to be respected, where appropriate, in particular, the right to the possession of the work's authorship. Any of the disclosure cases will make special reference to the Project.

6. The PARTIES co-owners of results generated in the Project are free to use them free of charge for internal research purposes and in collaboration with third parties.
7. The provisions set out in the present Clause will remain valid after the expiry or termination of the present Agreement.

PRE EXISTING MATERIAL / BACKGROUND INFORMATION

The PARTIES hereby specifically include Pre-existing material / Background Information to the Project (Pre-existing material / Background information are any materials, document, technology or know-how which exists prior to the beneficiary using it for the production of a result in the implementation of the project).

By default, all Pre-existing material / Background Information and all Background Intellectual Property Rights owned by each Party will not be shared between the PARTIES for the purpose of the Project.

However, the PARTIES hereby identify below the specific Pre-existing material / Background Information and all Background Intellectual Property Rights which they agree to include and share in the Project. In particular, each Party specifies all own information which is necessary for another Party to achieve the Project.

All items listed shall be solely used for the execution of the tasks of the Project and no transfer of property is intended.

- I. Pre-existing material / Background information from LYRE exclusively for the execution of the project :

The SWMM-TSS library (which is a modification of the public SWMM library in order to model the quality of the sewerage network) stays the ownership of SUEZ – LYRE.

The MV curve controller developed during Khiem Ly's thesis in the LIFE EFFIDRAIN project. The thesis is public, the code is not and remains the property of SUEZ - LYRE.

- II. Pre-existing material / Background information from CETAQUA / CSIC exclusively for the execution of the project :

Pollution-based Model Predictive Control (PBMPC) developed in the LIFE EFFIDRAIN project. The control tool and its code remains the property of CETAQUA and CSIC.

- III. Pre-existing material / Background information from AQUATEC exclusively for the execution of the project :

Rule-Based Method (RB) developed in the LIFE EFFIDRAIN project. The control tool and its code remains the property of AQUATEC.

- IV. Pre-existing material / Background information from SUEZ SMART SOLUTIONS exclusively for the execution of the project :

All the software Aquadvanced urban drainage (AQDV UD) and real time control system integration concepts stay the ownership of Suez Smart Solutions. The source code of AQDV UD won't be shared and will stay the ownership of SUEZ SMART SOLUTIONS. The hydraulic control module is protected by a patent " process, product, computer program and system for dynamic control of a fluid network".

- V. Pre-existing material / Background information from ULille exclusively for the execution of the project :

- Passive samplers ;

- Mobile laboratory and high frequency measurements ;
- Trace analyses ;
 - Voltammetric techniques ;
- Sampler prototype with a filtering system.

VI. Pre-existing material / Background information from Canal de Isabel II exclusively for the execution of the project :

- Historical data of sensors and actuators ;
- Geometry and topology of the sewage network ;
- Historical data of analytics and overflows in WWTP ;
 - Passive samplers

5.2 Patent progress

Thanks to the work achieved with the LIFE RUBIES project, SUEZ LYRE is working on a patent proposal since mid-2025. This patent is linked to the improvements LYRE made for the MV Curve quality controller. More precisely, this patent deals with the integration of the volume replacement feature, and the fact to calculate indicators to assess long-term weather forecast reliability. This patent application is still in progress at the end of the LIFE RUBIES project.

6 Implementation of the business plan

Regarding the business plan of the LIFE RUBIES solution, 3S and Aquatec are the main potential resellers of the solution, with internal fees/budget for LYRE or Cetaqua-CSIC for the specific use and maintenance of the quality modules.

For instance, depending on the market opportunity, geography, commercial relationships, etc, 3S could provide directly the solution with the MV Curve controller managed by LYRE. On the other hand, Aquatec could also act as an integrator of the solution with the MPC Controller managed by Cetaqua and CSIC.

In any case, Aquatec and 3S also intend to have an internal purchase and resale agreement for the resell of Aquadvanced Urban Drainage license.

In addition, all marketing materials elaborated in action B6 are promoted to 3S and Aquatec commercial teams to support and help them for their local actions.