

2010 URB 08 28

**CONTRACT NO. 2010 URB 08 28**  
**PROVISION OF STUDIES FOR THE EUROPEAN URBACT PROGRAMME IN THE**  
**AREA OF URBAN POLICY**  
**SCHEDULE OF SPECIAL CLAUSES**  
**AWARDING AUTHORITY**

**Agence nationale pour la cohésion sociale et l'égalité des chances (ACSÉ)**  
Etablissement Public administratif de l'Etat  
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## **ARTICLE 1: PRESENTATION OF THE CONTRACT'S CONTEXT**

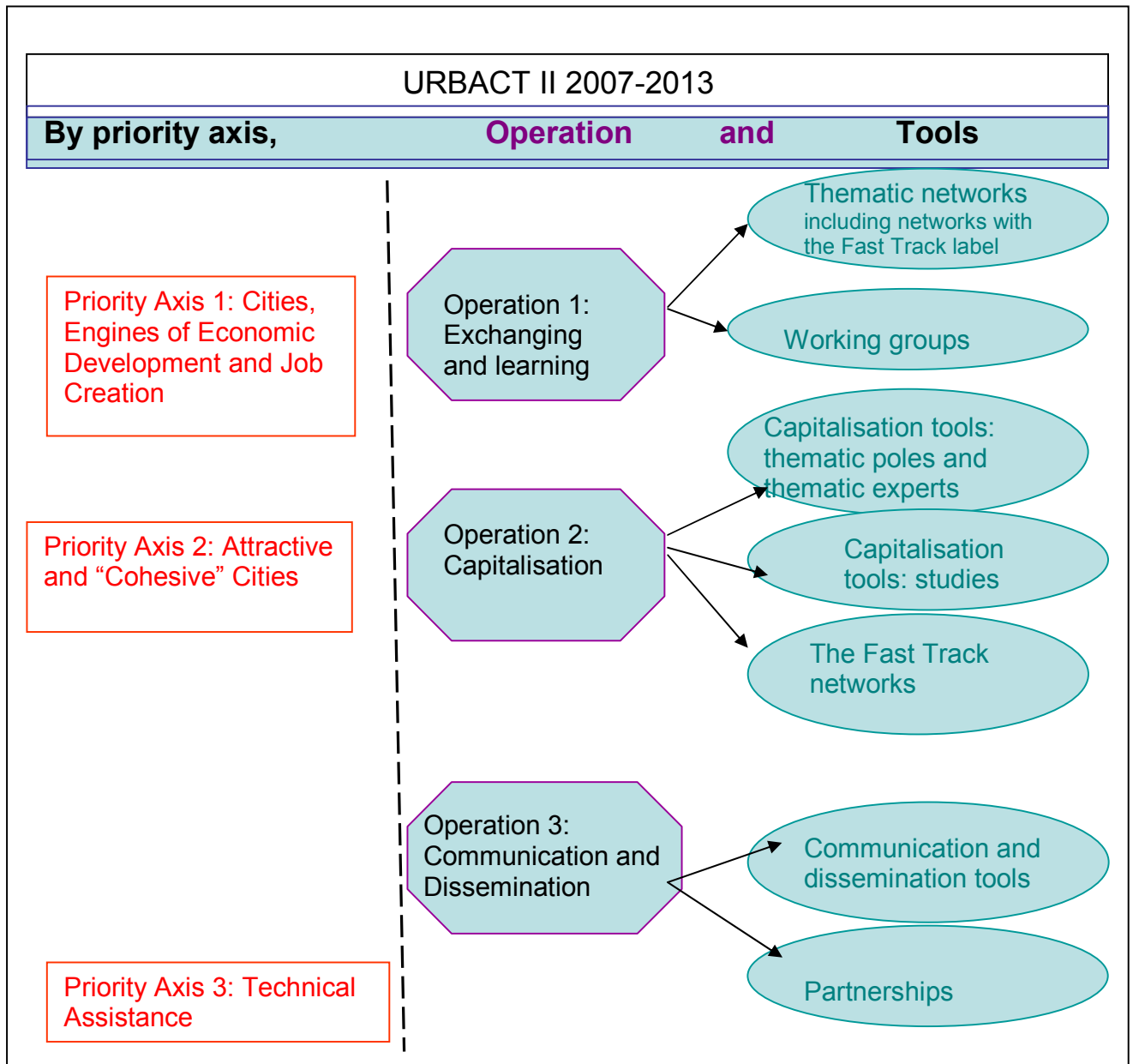
### **1.1 PRESENTATION OF THE URBACT II PROGRAMME**

On 2 October 2007 the European Commission approved the URBACT II programme (decision E/2007/2063-C (2007) 4454). The goals of URBACT II (2007-2013), which continues URBACT 2000-2006, are to foster the exchange of experiences between big European cities, promote the capitalisation and dissemination of knowledge about sustainable urban development issues and boost the effectiveness of integrated, sustainable urban development policies in Europe while implementing the Lisbon-Göteborg strategy. Its missions are to:

- facilitate the exchange of experiences and learning between urban planners and policymakers;
- widely disseminate the good practices and lessons learned from those exchanges and ensure that that knowledge is transferred;
- help elected officials, professionals and operational programme managers define action plans to achieve the Convergence and Competitiveness goals.

URBACT II strengthens capitalisation by integrating knowledge based on the exchange of experiences between the URBACT partners and those developed in other programmes or similar networks.

The URBACT II programme is organised around three Priority Axes, including two that are thematic and consist of three types of operations:



## **1.2 PRESENTATION OF THE TWO STUDIES**

The programme states that "the Managing Authority" (the SGCIV in France, see Appendix 1) "may propose studies on specific topics and research projects on urban policy experiences and initiatives. While the URBACT programme is not meant to finance studies as a core activity, capitalisation activities may require additional ad hoc knowledge on a specific issue/sub-theme/experiment, etc." (Programme Manuel Fact Sheet 3-C, Studies).

In relation with the capitalisation tools implemented on programme level, the programme states that, "the Thematic Poles also have the possibility to commission studies (See Fact Sheet 3c) in order to fill in gaps of knowledge on a specific topic/issue."

In that framework, the programme's Managing Authority has proposed to have an outside service provider, selected through a call for tenders, conduct studies that will supplement and consolidate the thematic poles' current work, and more particularly the work undertaken by the clouds within the poles.

The studies' main goal is to strengthen the capitalisation process: "Studies financed by the programme will be designed to strengthen the capitalisation process and as such, will be closely related to the topics and results of URBACT II projects (thematic networks, Fast Track networks and working groups as well as thematic poles at programme level). Projects funded under the studies may include research activities and workshops."

All the programme's players have identified and validated two priority themes. The studies requested in the present call for tenders meet those needs.

### **1.2.1. Context of the "economic effects of the cultural heritage in connection with strengthening the city's integrated, sustainable development" study**

The richness and variety of the European urban heritage offer many cities throughout Europe, of various sizes and in different contexts (economic, social, cultural, etc.), a major opportunity. In some cases, that potential already makes a significant contribution to the city's social and economic life, while in others it is underutilised, if used at all. Cities face challenges and difficulties from one end to the other of that range of experiences, seeking in particular to develop strategies enabling them to:

- benefit from a valuable cultural heritage while ensuring that the development of that resource proceeds in a sound and sustainable fashion;
- maintain the attractiveness of the cultural heritage in a win-win situation working for residents while continuing to accept and profit from tourism and foreign investments.

### **1.2.2. Context of the "innovations in the development of governance structures and private sector and civil society involvement on the city-region level" study**

Various studies have already addressed the governance of cities-regions and metropolitan areas, but they seldom analyse the overall structure of that governance (see Elinor Ostrom 2005, *Understanding Institutional Diversity*). The purpose of this study is to identify some of the main features and rules of new governance structures that are being developed on the metropolitan and regional scale, and to raise a set of questions on how the related structures operate in practice, especially in relation to land-use policy and the explicit and implicit rules leading to successful (or unsuccessful) operations. Based on the contributions of URBACT cities and projects, the study will help elected officials and practitioners better understand how to work within those structures and ensure they are successful.

### **ARTICLE 2: PURPOSE OF THE CONTRACT**

The successful bidder will be requested to conduct two separate European urban policy studies in connection with the URBACT I and URBACT II programmes. The studies' purpose is to provide the clouds, thematic poles and entire programme with additional knowledge about the following two themes:

- 1/ economic knock-on effects of the cultural heritage in connection with strengthening the city's integrated, sustainable development;
- 2/ innovations in the development of governance structures and private sector and civil society involvement on the city-region level.

### **ARTICLE 3: CONTRACT-RELATED DOCUMENTS**

Each contract is made up of the contractual documents listed below in decreasing order of importance:

- the bid (DC8);
- the present Schedule of Particular Clauses (SPC);
- the schedule of General Administrative Clauses applicable to government procurement of Intellectual Services (GAC/GPIS), approved by the directive of 16/09/2009, option B;
- the successful bidder's bid.

Only original documents, stored in the agency's archives, shall be considered valid.

#### **ARTICLE 4: FORM OF THE CONTRACT**

##### 3.1 The contract's procedure and form:

Each contract is signed based on an adapted procedure in compliance with article 28 of the government procurement code. It is an allotted procedure grouping together two lots. Each study is the object of a separate flat-fee contract.

Lot 1: Study on the economic effects of the cultural heritage in connection with strengthening the city's integrated, sustainable development.

Lot 2: Study on innovations in the development of governance structures and private sector and civil society involvement on the city-region level.

##### 3.2 Form of notifications:

The successful bidder will be notified of the awarding authority's decisions or information about deadlines:

- 1) either directly or through a duly qualified representative in exchange for a receipt submitted by hand;
- 2) or by letter (registered mail with acknowledgement of receipt);
- 3) or by dematerialised exchanges, electronic transmission (fax, e-mail or any other electronic means) or electronic materials (the means of transmission must make it possible to give a certain reception date);
- 4) or by any other means making it possible to attest the date the decision or information was received.

#### **ARTICLE 5: TERM OF THE CONTRACT – DEADLINE FOR COMPLETION**

The contract will last a total of 12 months from the date of the successful bidder's notification.

The deadline for completion (submission of documents and results) is 10 months from the date of the successful bidder's notification.

However, the successful bidder may request a deadline extension by sending the awarding authority (ACSE) a request in writing, including the reason for the extension request and the new requested deadline, which must fall by the end of the contract's term. If the extension request is accepted the successful bidder will be notified in writing or by e-mail.

## **ARTICLE 6: STRUCTURE AND CONTENT OF THE STUDIES**

Each study must be based on the following pattern:

- Inventory of city's questions and knowledge produced by the URBACT programme networks and working groups addressing the study's topic (area to cover: URBACT I and URBACT II);
- Inventory of questions and knowledge about the study's theme outside URBACT, in the main European networks, bodies and programmes dealing with the study's topic;
- Analytical summary of URBACT II's main productions on the topic, in particular with regard to key questions posed in the framework of each study;
- Eight to 12 case studies on Local Action Plans that are particularly interesting on account of their content or the processes that shaped their development. URBACT partners produce Local Action Plans in the framework of the project they develop (see model in appendix). The purpose of the case studies is to identify the URBACT programme's impact on governance, local practices and policies.

### **6.1 Lot 1 – economic effects of the cultural heritage in connection with strengthening the city's integrated, sustainable development**

#### **6.1.1. Angle of the study & key questions:**

The study must seek to identify the economic, social and environmental effects that can be expected from preserving their historic urban spaces and cultural heritage. It must consult the partner cities involved in the four URBACT networks mentioned below before focusing on two questions of major importance for management of the urban cultural heritage:

- *How can cities become fully aware of the potential such a resource might represent for their development?*

This question refers to how the effects might be measured by evaluating the role of the urban cultural heritage in generating economic benefits, attracting investment, developing small- and medium-sized companies, improving social cohesion, lessening environmental impacts, etc. It will be important to refer to the recession's effects, without, however, making that aspect the study's focus.

- *How can a balance be found between promotional strategies and economic goals on the one hand, and long-term objectives of maintaining multi-functional, liveable, socially cohesive cities on the other?*



This question focuses on the critical relationship between heritage and attractiveness (particularly in terms of tourism but also land-use models), the confrontation between strategies to promote and improve the environment, the concept of managing the impact of the preservation of cultural heritage (façades, for example) as a resource and the preservation of quality of daily life (risk of gentrification, keeping residents in their homes, hygienic housing, services, etc.) for both residents and tourists.

### **6.1.2. Area of action the study must be based on: related clouds and projects**

Thematic pole: Cities and Integrated Sustainable Development

Pole Manager: Philip Stein

Related clouds: Cultural Heritage & City Development, and Port Cities

Related projects:

- HerO – Fast track Thematic Network (Regensburg, Germany): Developing sustainable management strategies for (world heritage quality) historic urban landscapes
- REPAIR – Thematic Network (Medway, UK): Recovering abandoned military sites as an integral part of wider sustainable urban and community regeneration
- C.T.U.R. – Thematic Network (Naples, Italy): Cruise traffic and urban regeneration of city-port heritage as a force for sustainable, economic and social urban development
- LINKS – Thematic Network (Bayonne, France): "Achieving eco-sustainability in historic European cities"

## **6.2 Lot 2 - Innovations in the development of governance structures and private sector and civil society involvement on the city-region level**

### **6.2.1. Angle of the study & key questions:**

Urban areas are developing new structures to manage priorities at higher level than the towns comprising them. Some are single-purpose (waste management, public transport, etc.), while others have several purposes and cover a broad range of competences and missions. In new urban areas, those organisations must be connected to others on a lower and a higher level and at the same time to citizens and the private sector. Taken together, they form a governance framework.

The purpose of this study is to explore relations between those players, citizens and companies in the areas they administer on the meta-level of the City-Regions. It will try to identify mechanisms and underscore rules of coordination, trust and interdependence enabling a governance system to run smoothly.

The following key questions are organised around thematic input in search of formulas that work:

Coordination:

- *Is it possible to improve institutional coordination and the distribution of competences in planning, development and other fields?*
- *How do the organisations involved (municipalities, agencies, industries, etc.) interact within a single urban space (vertically or horizontally)?*

Levels of governance and competences:

- *What are the most relevant issues on the level of cooperation between towns and what themes must remain the responsibility of the cities themselves?*
- *In what cases does cooperation between levels of wide or narrower governance make sense or not? Is it more effective to base it on voluntary cooperation or must it be required?*
- *How can new levels of governance help to define common urban planning policies in order to guarantee coordinated growth of the functional urban zone and avoid sprawl?*

Finance:

- *How is cooperation funded? (pooling resources)*
- *Are there public-private partnership (PPP) solutions on the regional level?*

Trust:

- *How can trust be fostered between the players (big cities, medium-sized cities and small towns) and with citizens, the private sector and civil society?*

Efficiency:

- *What kinds of structures on the regional level are most efficient and how can efficiency be measured?*

Abilities:

- *What abilities do municipalities need in order to effectively participate on a supra-municipal level, and how can they be developed?*

#### **6.2.2. Field of action on which the related clouds and projects must be based:**

Thematic Pole: Cities, Social Inclusion & Governance

Pole Manager: Peter Ramsden

Related cloud: Metropolitan Governance

Related projects:

- **CityRegion.Net** looked at models of governance and of finance for smaller city regions
- **Joining Forces** examined how metropolitan regions organise governance for six specific policy fields
- **EGTC** focussed on governing metropolitan areas across national boundaries

- **NODUS** examined issues around the governance of regeneration in order to avoid spill-over and displacement effects
- **LUMASEC** looked at how governance arrangements can prevent urban sprawl and increase the re-use of brownfield sites
- **NeT-TOPIC** focuses on issues of identity and legitimacy in second cities within conurbations.

## **ARTICLE 7: METHODS OF EXECUTION**

Each study will be monitored by a steering committee involving:

- lead experts and project managers who deal with theme-related issues;
- members of the URBACT Secretariat;
- thematic pole managers.

The steering committee will meet three times during the study period.

The service provider must use the case study forms (see appendix 2) that URBACT has already developed, one for case studies intended to present projects/actions already under way, the other for case studies intended to show how the local players have used the "URBACT method" to produce their Local Action Plan.

The URBACT Programme will directly defray housing and travel expenses. The URBACT Programme Secretariat's consent must be obtained and a "mission order" established prior to each trip. Reimbursements will be made after the URBACT Secretariat receives the expense statement and original documents as proof.

## **ARTICLE 8: DOCUMENTS TO SUBMIT**

The following are the expected deliverables for each study:

**One intermediate report no. 1** presenting the inventory of questions and knowledge within URBACT (I and II) and outside URBACT.

Delivery date: late January 2011

**One intermediate report no. 2** presenting an analytical summary of the main productions stemming from URBACT II projects working on the study's theme and a proposal on the case studies to plan on the 19 LAPs ending in spring produced by the 19 networks ending in spring 2011.

Delivery date: late April 2011

**One final report including the two intermediate reports and the set of case studies.** The report must include an updated analytical summary to take account of the main productions stemming from the URBACT II projects that will have delivered their final products in May, June and July 2011 (intermediate report no. 2) and case studies produced on the selected Local Action Plans.

Delivery date: late August 2011

## **ARTICLE 9: VERIFICATION OF THE SUBMITTED DOCUMENTS**

The ACSÉ-URBACT Secretariat will validate written forms (e-mail, fax or mail) of the documents listed in the previous article within two weeks after receiving them.

Requests for changes may be submitted as needed before the final validation of the documents. The successful bidder agrees to make them within the deadlines set by the ACSÉ- URBACT Secretariat.

The services are considered received only upon final validation of the documents by the ACSÉ-URBACT Secretariat.

## **ARTICLE 10: PRICE**

The price is firm, flat and total throughout the length of the contract.

It includes the completion of the entire study as well as expenses relating to performing the requested services, in particular secretariat, reprography, etc, with the exception of travel and living expenses that may be incurred while conducting the study.

## **ARTICLE 11: INVOICING AND PAYMENT METHODS**

### **11.1: Invoicing methods**

Payment will be made according to public accounting rules after the ACSÉ verifies the service provided and receives the invoice.

The only payment method is by bank transfer to the bank or postal account corresponding to the bank statement/IBAN provided by the successful bidder.

The government accountant in charge of payments is the ACSÉ accountant located at 209 rue de Bercy, 75585 Paris Cedex 12.

Invoices relating to the payment (one original and two copies) must be drafted in French and bear the following information:

- The contracting parties' names and addresses,
- The reference to the present contract,
- The invoice date and number,
- The services billed,
- The total amount of the service excluding tax,
- The VAT rate and amount and/or, if necessary, the intracommunity VAT number of the successful bidder's country,
- The total amount including tax.

Invoices must be sent to:

L'ACSÉ - Secretariat URBACT  
194, avenue du Président Wilson  
93217 Saint-Denis La Plaine Cedex

Reminder: the currency is the euro and the price remains unchanged in the event of exchange fluctuations.

### **11.2: Overall payment deadline**

In compliance with the amended decree of 21 February 2002 on the maximum payment deadline for government contracts and with article 98 of the Government Procurement Code, the public corporation must pay the amounts due within a maximum of 30 days from the date the ACSÉ-URBACT Secretariat receives the request for payment.

If the contract deadline is not met, the applicable deferred interest rate is equal to the main refinancing interest rate the ECB applies to its most recent main refinancing operation prior to the first calendar day of the semester of the calendar year during which the deferred interest started accruing, plus seven points.

### **11.3: Payment methods**

Payment of the flat price of lots 1 and 2 will be made in instalments as follows:

- a first instalment of 30% of the flat fee on presentation of an invoice after validation of intermediate report 1,
- a second instalment of 30% of the flat fee on presentation of an invoice after validation of intermediate report 2,
- payment of the remaining balance of 40% on presentation of an invoice after validation of the final report.

The only payment method is by bank transfer to the bank or postal account corresponding to the bank statement/IBAN provided by the successful bidder.

### **11.4: Advance**

In compliance with article 87 of the government procurement code, the successful bidder may receive an advance payment.

In the bid the successful bidder must specify whether he or she waives the right to that advance.

Payment of the advance is made in compliance with the provisions in article 88 of the government procurement code.

## **ARTICLE 12: THE SUCCESSFUL BIDDER'S OBLIGATIONS AND RESPONSIBILITIES**

The successful bidder appoints a team leader to carry out the service on behalf of the ACSÉ-URBACT Secretariat.

The successful bidder agrees to replace any team member in charge of executing the present contract who fails to adequately carry out his or her tasks. The proposed replacement's qualifications must be at least equal to those of the team member he or she replaced and no replacement may result in a change in the services' price.

The ACSÉ-URBACT Secretariat must approve any change of the team leader and members on the successful bidder's initiative beforehand.

### **ARTICLE 13: SUB-CONTRACTING**

During the execution of the contract the successful bidder can present one or more sub-contractors to the ACSÉ-URBACT Secretariat. However, the sub-contractor cannot begin performing the services the successful bidder has requested him/her to carry out without first obtaining the awarding authority's acceptance of the sub-contractor and approval of his/her payment terms.

### **ARTICLE 14: CHANGES AFFECTING THE SUCCESSFUL BIDDER'S STATUS**

During the contract's period of validity, the successful bidder is required to inform the ACSÉ-URBACT Secretariat, in writing and without delay, of any changes affecting the company's status, including changes to the name of the account to which payments of the amounts due on the present contract are to be paid.

If the successful bidder neglects to comply with that provision, he or she is informed that the ACSÉ will not be held responsible for late payment of invoices containing an anomaly compared to the instructions in the bid, due to changes occurring in the company or involving the company's status of which the ACSÉ has not been made aware.

### **ARTICLE 15: CONFIDENTIALITY-OWNERSHIP OF RESULTS**

#### **15.1 Confidentiality:**

The successful bidder agrees not to disclose any information he or she may have learned while performing the service.

#### **15.2 Ownership of results:**

The ACSÉ-URBACT secretariat, owner of all the documents relating to this contract, may use some or all of the results of the service, reproduce the results and release them to third parties.

The ACSÉ-URBACT secretariat reserves the right to publish the service's results. The publication must mention the successful bidder.

The successful bidder may make no free or onerous use of the results of the services without the public corporation's prior written consent.

Use of all or part of the publication by the authors (article, bibliographic reference, etc.) must receive prior approval from the ACSÉ-URBACT secretariat. The request must be made by mail sent to the ACSÉ-URBACT Secretariat.

Any authorised publication must mention the funding of the ACSÉ-URBACT secretariat and be sent to it for information.

The successful bidder has the obligation of making sure that the name of the ACSÉ-URBACT secretariat must appear in all the documents connected with the present contract's services.

#### **ARTICLE 16: LATE FEES**

If the successful bidder fails to meet the deadlines stipulated in the contract and the delays are not attributable to ACSÉ or a force majeure, a late payment penalty of €100 including tax per day of lateness will be charged.

However, the successful bidder may request a deadline extension by sending the awarding authority a request in writing, including the reason for the extension request and the new requested deadline, which must fall by the end of the contract's term. If the extension request is accepted the successful bidder will be notified in writing.

#### **ARTICLE 17: TERMS OF CANCELLATION**

The ACSÉ may cancel the contract in compliance with the provisions of chapter VII of the GAC/GPIS as well as in the following conditions:

##### **17.1 Cancellation due to the successful bidder's fault**

If the ACSÉ establishes that the successful bidder has poorly carried out the services or not at all, it will send him or her a registered letter with acknowledgement of receipt listing the defaults and asking him or her to present his or her observations and, if necessary, meet the obligations described in the letter, within 15 days of the notification date.

If the ACSÉ receives no reply or the services remain unsatisfactory by the end of the 15-day period, the ACSÉ may cancel the contract due to the successful bidder's fault without warning by registered letter with acknowledgement of receipt. In the event of cancellation for breach of contract, the successful bidder will not receive compensation for services performed.

In addition, and in application of article 47 of the government procurement code, in the event that the information required by articles 44 and 46 is inaccurate, the awarding authority, after prior warning, may decide to cancel the contract due to the contracting party's fault without compensation.

##### **17.2 Unilateral cancellation by the public corporation**

The public corporation may at any time end the execution of the services required by the contract before the term of the latter for on grounds of the public interest. The successful bidder will be notified of the decision to cancel by registered letter with acknowledgement of receipt. Compensation for the cancellation will be calculated in compliance with chapter VII of the GAC/GPIS.

**ARTICLE 18: SETTLEMENT OF CONTRACT-RELATED DISPUTES**

In no case can the successful bidder invoke disputes with the ACSÉ as a reason to permanently or momentarily stop providing the services called for in the contract.

The present contract is governed under French law. Only French courts are competent. Failing an out-of-court settlement, any dispute stemming from the application of the present contract will be submitted for referral to the Paris administrative court.

In compliance with article 127 of the Government Procurement Code, any dispute may be brought before the consultative committee of friendly settlements of disputes relating to government contracts.

**ARTICLE 19: EXCEPTIONS TO THE GAC**

Article 8, "verification of submitted documents", is an exception to chapter VI GAC/GPIS, "establishment that the services have been carried out".

Article 16 , "Late Fees", is an exception to article 14 of the GAC/GPIS.



## **APPENDIX 1: PRESENTATION OF THE URBACT PROGRAMME'S PLAYERS**

### **• THE STEERING BODIES**

- **The European Commission** defines and coordinates all activities involving structural funds in the European regions. Seventy-eight percent of the budget of the URBACT programme and its projects, which are an integral part of those activities, comes from the Commission through the European Regional Development Fund (ERDF). The Commission also advises the URBACT II Monitoring Committee, where it is represented by the Policy Development Department. It supports some URBACT projects with the [FastTrack label](#).

-**The Monitoring Committee** sets URBACT's strategic orientations and ensures the quality and effectiveness of its work. For example, it approves URBACT projects, decides to issue new calls for projects, oversees the projects' progress and budgets, takes all the necessary decisions to implement the programme, etc.

- In compliance with the European Union's action principles, the Monitoring Committee's activities are completely transparent. It sets up thorough validation processes with checks at various levels and times during the programme.
- Its members are two representatives from each State involved in URBACT. They meet thrice a year. The committee chairperson is elected every year. The current chairperson is Mercedes CABALLERO FERNANDEZ (Spain).

### **-The managing authority: the SGCIV**

The General Secretariat of the Interministerial Committee on Urban Policy (SGCIV) is under the responsibility of the French ministry in charge of urban policy.

It is in charge of implementing the programme and ensuring that it complies with the law and European financial procedures.

For example, it sets up an information system that records and stores accounting information about each URBACT project, produces an annual and a final report, etc.

### **• The ACSÉ- URBACT Secretariat**

**The URBACT Secretariat** implements and monitors URBACT's main activities:

-Leading: it coordinates and manages project follow-up, capitalisation processes and dissemination of knowledge on the programme's scale.

-Communicating: it disseminates research findings and project results to urban players in Europe.

-Managing: it manages the programme's administrative and financial aspects.

The Secretariat also prepares the work of the programme's Monitoring Committee and assists it in its operations.

**The URBACT Secretariat is part of ACSE** (the National Agency for Social Cohesion and Equal Opportunity) and its organisation chart, appearing under the name ACSÉ-URBACT Secretariat.

### **ACSÉ in brief:**

ACSÉ was set up by the **31 March 2006 equal opportunity law** to strengthen the government's action to help people in 2,213 disadvantaged urban neighbourhoods, promote diversity and foster

equal opportunity. ACSÉ, which comes under the authority of the ministry responsible for urban policy, manages most of the government funding for those priorities.

**ACSÉ also manages** the interministerial fund for the prevention of delinquency and supports volunteer service programmes.

ACSÉ is a national public service institution with an approximately €467-million intervention budget for 2010. It funds some 15,000 public and private organisations to carry out government-ordained missions. The prefects represent ACSÉ in the departments and regions, carry out the new measures of the “Espoir Banlieues” programmes in 2,213 disadvantaged urban neighbourhoods, develop actions to prevent discrimination and promote equality, and implement orientations set by the interministerial committee for the prevention of delinquency.