



**CONTRACT No. 2011 URB 09 33**

**URBACT 2 PROGRAMME "NATIONAL DISSEMINATION POINTS": DISSEMINATION ON INFORMATION WEBSITES FOR URBAN STAKEHOLDERS AND POLICY MAKERS OF INFORMATION IN THEIR NATIONAL LANGUAGE ABOUT THE URBACT PROGRAMME AND THE PRODUCTION FOR URBACT OF NATIONAL INFORMATION ON URBAN POLICIES.  
SCHEDULE OF SPECIFIC CLAUSES  
C.C.P.**

**Public purchaser:**

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## **PREAMBLE**

### **Contract context**

URBACT II 2007-2013, a European territorial cooperation programme follows on from URBACT I 2002 -2006. An exchange programme between cities launched in 2002, URBACT I placed the emphasis on populations and territories in difficulty in European cities, by contributing to the development and the implementation of innovative solutions for urban renewal.

The ambition and the means of Urbact II 2007-2013 have been strengthened. The goal of URBACT II is to contribute to implementing the Lisbon - Gothenburg Strategy – priority to competitiveness, growth and employment- by the promotion of sustainable urban development policies.

The General Secretariat of the Inter-ministerial Committee for the City was appointed by the European Commission and the Member States the managing authority of the URBACT II programme in 2007. As such, it is responsible for the implementation of the programme, for its coordination and its coherency, as well as the regularity of the legal and financial management procedures (regulation (EC) No.1083/2006, article 60). Regulation (EC) No 1080/2006 sets out that the management authority establishes a Technical secretariat to assist it in its missions.

Specifically, URBACT II must:

- facilitate the exchange of experience and learning between elected representatives, policy makers and urban planning professionals;
- widely disseminate good practice and lessons learned from exchanges of information and ensure the transfer of expertise to all the European players of urban development policies;
- assist the elected representatives, urban development stakeholders and those in charge of operational programmes to define action plans within the framework of the convergence and competitiveness goals.

Two priorities have been established for URBACT II:

- cities, drivers of growth and the creation of jobs;
- cities, attractive and drivers of social cohesion.

### **The beneficiaries of URBACT II**

The programme currently includes 27 Member States of the EU and two partner states: Norway and Switzerland.

All towns and cities of the EU, Norway and Switzerland can benefit from URBACT II funding as well as national and regional public authorities, universities and research centres.

The creation of thematic networks is central to URBACT II's activity. It must enable the participating cities to exchange their experiences, and to identify the relevant practices and fuel the thinking and debate of their elected representatives and urban development professionals.

The thematic networks currently include more than 250 partner cities which constitute the active core of the programme. The results of their work are intended to be disseminated to all the stakeholders of urban policies in Europe.

### URBACT II procedures and methods

In order to make new knowledge and "best practice" accessible to the largest number of policy makers and urban planners to promote sustainable urban development, the URBACT Secretariat has developed a set of procedures and methods:

- The production by each partner of a local concrete action plan meeting the problems identified at the beginning of each project;
- the implementation by each URBACT II partner of a local support group bringing together the local stakeholders most concerned by the project and promoting the development of local action plans;
- the involvement of the management authorities in the operational programmes of the networks and working groups to increase their impact on local policies;
- the appointment of an "lead expert" per project;
- the assignment of each URBACT II project to one of the thematic areas intended for the improvement of exchanges and learning as well as for the improvement of the content of the final productions;
- the forging of partnerships between the networks of cities, the European thematic networks and the national and transnational local authority networks;
- the development of a policy of dissemination of the programme results in the national languages on national websites called "National Dissemination Points".

### **Urbact 2 goals and communication targets:**

Following a communication audit conducted at the beginning of the programme, 3 major communication goals were defined for the 2008-2013 period:

- Develop the programme's external reputation.
- Develop a public relations and networking programme with outside partners;
- Provide optimal communication for the various stakeholders.

An institutional communication strategy has been devised to develop the influence of the URBACT programme in the 27 member countries of the European Union, Norway and Switzerland. **The missions of the "National Dissemination Points" are an important part of this strategy.**

URBACT II's Operational Programme thus defines the "National Dissemination Points":

"The need of the URBACT programme is twofold:

- firstly, the dissemination of URBACT thematic information in the various national languages, through websites suited to all the competent stakeholders in each country; secondly, the gathering of interesting information from the work done by cities in other countries.
- The role of the **National Dissemination Points** is thus to provide a bi-directional communication channel and to disseminate information and expertise. The structure of these **National Dissemination Points** may vary from one Member State to another depending on the various opportunities that are available. They will be selected through a call for proposals organised by the Management Authority".

It is possible to obtain any additional information about the URBACT II programme and its communication strategy on [www.urbact.eu](http://www.urbact.eu)

## **ARTICLE 1. PURPOSE OF THE CONTRACT**

The purpose of this contract relates to so-called "National Dissemination Points" which consist of disseminating in the national language, on the information websites, information about the URBACT II programme for urban stakeholders and policy makers of the city, as well as services for the production of information about local urban policies from the URBACT II programme.

## **ARTICLE 2. THE CONTRACT'S CONTRACTUAL DOCUMENTS**

The contract consists of the contractual documents listed below in order of decreasing priority:

- the tender agreement (DC3) and its financial annexe;
- these special clauses (CCP);
- the General Administrative Conditions applicable to the procurement of general supplies and services (CCAGFCS), approved by the Order of 16 September 2009;
- the contractor's proposal.

Only the original documents preserved in the archives of the administrative office are authentic proof.

## **ARTICLE 3. PROCEDURE, FORM, ALLOTMENT OF THE CONTRACT AND FORM OF NOTIFICATIONS**

### **3.1 Procedure, form and allotment of the contract**

This contract is a service contract awarded under an open call for proposals in accordance with articles 33, 57 to 59 of the Public Procurement Code.

This contract is composed of 23 work packages, in accordance with article 10 of the Public Procurement Code, i.e.:

Work Package No.1-Germany  
Work Package No.2-Austria  
Work Package No.3-Bulgaria  
Work Package No.4-Cyprus  
Work Package No.5-Denmark  
Work Package No.6-Spain  
Work Package No.7-Estonia  
Work Package No.8-Finland  
Work Package No.9-Hungary  
Work Package No.10-Ireland  
Work Package No.11-Italy  
Work Package No.12-Latvia  
Work Package No.13-Lithuania  
Work Package No.14-Luxembourg  
Work Package No.15-Malta  
Work Package No.16-Netherlands  
Work Package No.17-Poland  
Work Package No.18-Romania  
Work Package No.19-United Kingdom  
Work Package No.20-Slovenia  
Work Package No.21-Slovakia  
Work Package No.22-Sweden  
Work Package No.23-Switzerland

These are purchase order contracts with a minimum of €8,000 inclusive of VAT and a maximum of €40,000 inclusive of VAT for the duration of the contract excluding renewal:

The completion of each work package shall be through purchase orders in accordance with article 77 of the Public Procurement Code.

The contract is performed as and when the purchase orders are issued during the duration of the contract.

The contracting authority reserves the right to use the negotiated procedure set out in article 35-II. 6 (similar services), in order to enter into a service contract whose purpose is the

realisation of services similar to those which have been entrusted to this contract's contractor (initial contract).

### **3.2 Form of notifications**

The notification to the successful tenderer of decisions or information by the contracting authority which include a deadline is carried out:

- 1) either directly to the successful tenderer, or to its duly qualified representative in return for a receipt (delivered into his hands);
- 2) or by letter (recorded delivery letter with acknowledgement of receipt);
- 3) or by electronic communications (in particular email, fax or electronic means) or on electronic media.  
The communication methods must enable a receipt date to be given with certainty;
- 4) or by any other means that confirms the receipt date of the decision or the information.

### **ARTICLE 4. DURATION OF THE CONTRACT**

The duration of the contract is 23 months from the date it is notified to the contractor.

The contract may then be extended tacitly by the contracting authority once for a period of 23 months from the anniversary date of the notification. However, if the contract is not renewed, the contracting authority shall notify its decision to the contractor.

### **ARTICLE 5. GOALS OF THE CONTRACT**

The "National Dissemination Points" must provide the URBACT programme with an important potential for the dissemination and for the production of knowledge.

Three goals are pursued: the dissemination of information about the URBACT II programme, the translation of URBACT productions and production of editorial content for the URBACT II programme's website.

The URBACT II programme has neither the desire nor the need to create new structures and the "National Dissemination Points" must be initiated by using national pre-existing structures and institutions which meet requirements of the specifications. A "National Dissemination Point" may be organised by a private or public organisation responsible for disseminating URBACT productions to the various beneficiaries in the country and for producing for the URBACT programme information relating to local urban issues.

The "National Dissemination Points" must inform and mobilise their audiences and implement active canvassing aimed at new audiences. Because of their position at a national level, the "National Dissemination Points" are in contact with different target groups of urban development professionals at different levels. Specific activities (creating a mailing list for information about URBACT, an agreement with other information sites) must be implemented by the National Dissemination Points throughout the year to mobilise their readership and attract new readers.

Therefore the contractor undertakes to establish and maintain an interactive relationship with the URBACT partner cities and members of the local support groups (ULSG), as well as

promote and stimulate the emergence of a community of readers in the national language about URBACT, possibly in connection with social media.

The "National Dissemination Points" must contribute to the dissemination policy of URBACT on the web, and in particular to its action on blogs, by preparing once a month an article in the English language on the urban news in their country related to URBACT's activities and areas of its work.

The "National Dissemination Points" must ensure the attractiveness and the editorial quality of the NDP website for the readers of their country. The dynamism of the NDP site will be assured by translations of articles produced by URBACT, by the translation of the results of URBACT projects, by the publication of interviews with URBACT stakeholders in the country of the NDP and where appropriate by other forms of communication useful for the visibility of URBACT productions.

- The "National Dissemination Points must" [provide] assistance to the URBACT programme through the dissemination of knowledge and productions, at events and conferences organised by the local or national authorities or by the URBACT programme itself.
- The contractor undertakes to improve the dissemination to the cities in its country of the relevant practices in sustainable urban policies.

**Thus, the ACSE – URBACT Secretariat seeks:**

The availability of a section of a website in the national language that has existed for at least one year and can integrate the "National Dissemination Point" function within the meaning defined by URBACT II, which can reach the interested stakeholders: national, regional and local policy- and decision-makers, as well as urban development professionals.

It must allow for the translation and dissemination of URBACT productions in the national language, which give information about the URBACT programme's activities and draws attention to the information available on the URBACT internet site, as well as the translation and dissemination of information articles about URBACT.

This section of the website shall integrate the graphical elements supplied by URBACT (buttons, font colours, banner and other visual elements...) and rules for the presentation of the elements for the description of URBACT. This section of the website must be accessible at the second level of navigation at most. The presence of URBACT logo on the site's home page is highly recommended.

**Important note:**

The ACSE – URBACT Secretariat wishes to create a search engine about urban development on a dedicated website. This will be a portal to search for information on other internet sites, with the search results referring the visitors to each site. Each "National Dissemination Point" must be able to incorporate this common search engine. To do so, the "National Dissemination Points" must allow indexing of their content.



## ARTICLE 6. SERVICES REQUESTED

The successful tenderer must carry out, **as its main task**, the following services:

- Translate into the national language a newsletter provided by the ACSE – URBACT Secretariat in the English language (11 newsletters per year, 13,000 characters maximum spaces included, i.e. approximately 2,100 words);
- Publish this newsletter on its website in the national language, with a link to the newsletter on the homepage of the NDP's host site (at least 50 characters on the homepage), at most 7 days after receipt of the newsletter in English and in the format provided by the ACSE – URBACT Secretariat and in an interactive format;
- Present the URBACT II programme in a dedicated section on its website. This section will present the articles in the URBACT newsletter, the results of URBACT projects translated into the national language, the URBACT news as well as the list of cities and local public authorities which are partners of the URBACT programme, with a link to the presentation page of their thematic networks on the URBACT website.
- The URBACT section of the website must be updated regularly, at least once every fifteen days in order to provide the editorial follow-up and promotion of the pages dedicated to URBACT on the NDP website through the regular publication of the newsletter and articles about URBACT, as well as other elements deemed useful by the NDP in agreement with the ACSE – URBACT Secretariat;
- The list of URBACT cities shall to be updated at the request of the URBACT secretariat
- Provide URBACT at least once a month with an article in English in web format (500 – 1000 words) on urban issues in the country of the NDP related to the themes dealt with in the URBACT networks.
- Translate and publish on the website between two and four short articles from the URBACT website per month – these articles will be between 250 and a maximum 800 words;
- Dissemination of URBACT results through agreements with partner websites or their promotion through social networks.
- Provide regular reports on dissemination by the NDP: monthly statistical monitoring, management of mailing lists and follow-up of additional dissemination through other partner websites or through promotion on social networks. A short monthly report on these matters must be sent to the ACSE – URBACT Secretariat. For the statistical report, counters counting the number of unique visitors per month, the number of

visits and the number of pages visited on each page dedicated to URBACT must be installed. Direct access by the ACSE – URBACT Secretariat to these statistics should preferably be implemented.

The successful tenderer must be able to carry out the following additional services:

- Provide the URBACT programme, interviews with the participants of the URBACT projects in their country in English and in the national language for publication on the NDP website;
- Translate the results of the URBACT projects into the national language – in accordance with a format predefined by the ACSE – URBACT Secretariat and publish them on the part of their website dedicated to URBACT;
- Provide the programme with communication media in video and audio format about the URBACT projects, after agreement with the ACSE – URBACT Secretariat;
- Write reports about the urban policies in their countries or prepare information media for events organised by the ACSE – URBACT Secretariat;
- Carry out additional actions for the dissemination of URBACT results. The NDP may publish URBACT articles in national newspapers and magazines or specialist publications – on paper or on the web in the national language;
- Carry out additional dissemination by other means, suggested by the NDP and in agreement with the ACSE – URBACT Secretariat.

## **ARTICLE 7. PERFORMANCE PROVISIONS**

### **7.1 - Relations with the ACSE – URBACT Secretariat**

The contractor is required to coordinate its activities regularly (at least every 15 days) with the ACSE – URBACT Secretariat. To this end, working telephone meetings shall take place during the execution of the contract between the contractor and the ACSE – URBACT Secretariat, Two meetings that require the physical presence of the contractor on the premises of the ACSE – URBACT Secretariat need to be planned during the duration of the contract, excluding renewal.

The technical correspondents for each contract will be specified at an initial meeting. For each of the work packages, a kick-off meeting is held between the contractor and the Acsé on notification of the award of the contract. At this meeting the working provisions are established associating closely the contractor and the ACSE – URBACT Secretariat.

The person in charge of the project is the person named in the proposal.

The language of correspondence between the contractor and the ACSE – URBACT Secretariat is English or French.

The contractor undertakes to comply with the instructions and templates provided by the ACSE – URBACT Secretariat as part of the said contract.

#### 7.2 – Quality of the documents placed on the site

The contractor undertakes to guarantee the final quality of the documents published on its website on behalf of the URBACT programme as well as that of the documents supplied to the ACSE – URBACT Secretariat-; The requested documents must be written in a clear and accessible style with a view to their widest possible dissemination. The contractor undertakes to carry out a careful proof reading of the documents, in order to remove typographical errors and spelling mistakes.

The documents disseminated as part of the "National Dissemination Point" service have public status, whether they are documents or information provided by the contractor to the ACSE – URBACT Secretariat or, conversely, by the ACSE – URBACT Secretariat to the contractor.

#### **ARTICLE 8. PURCHASE ORDERS**

Prior to the issuance of the purchase order, the contractor shall, if need be, by postal mail, email or fax send the specific characteristics of the services that it is prepared to carry out.

It is on the basis of this postal mail, this email or this fax that the purchase order will be issued.

The services are carried out by purchase orders as the needs arise.

The purchase orders state:

- the contractor's identity,
- the purchase order number,
- the contract and work package number,
- the services to complete,
- the price excluding VAT,
- the VAT rate and amount of VAT,
- the total amount to pay including VAT.

Additional services may be proposed in a quotation prepared by the contractor and accepted by the ACSE – URBACT Secretariat.

Additional services and additional prices may be introduced during the execution of the contract at the request of the ACSE – URBACT Secretariat and after acceptance by the latter of the price after a quotation prepared by the contractor.

## **ARTICLE 9. CHECKS –ACCEPTANCE OF THE SERVICES**

The ACSE – URBACT Secretariat verifies that the services requested are carried out in accordance with the purchase orders and to any special technical specifications.

Requests for changes may be made, as necessary, before the final validation of the services. The contractor undertakes to make these changes within the deadlines set by the ACSE – URBACT Secretariat.

Only the final validation of the services by the ACSE – URBACT Secretariat constitutes acceptance of the services. The certification of the service made on the invoice constitutes a validation of the services.

## **ARTICLE 10. PRICE - PRICE VARIATION**

### **10.1. Form of the prices**

The prices of this contract are contained in the financial offer enclosed with the tender agreement which states the prices item by item. The total maximum price cannot be higher than €20,000 inclusive of VAT for 23 months for the main services and €20,000 euros inclusive of VAT for the additional services.

These prices include all the associated costs for the completion of the requested services but exclude accommodation and travel costs, which will be borne directly by the URBACT Programme. Each journey shall be subject to prior agreement by the Secretariat of the URBACT Programme and a "travel order" will be issued. Repayments shall be made after receipt by the URBACT Secretariat of the declaration form of expenditure and the original documentary proof.

### **10.2 Nature of the prices**

The contract prices may be revised on the anniversary date of the renewal of the contract, i.e. 2 years from the deadline date for receipt of the proposals for this contract.

In the event of a renewal, the prices in the financial annexe may be revised according to the formula indicated below.

$$P1 = Po \times S1/So$$

In which:

P1 = Revised price

Po = Initial price

S1 = Syntec Index on the last published index on the revision date.

So = initial Syntec Index i.e. the Syntec Index used as a reference published on the date the proposals are submitted.

The indices are published on the INSEE website (France).

## **ARTICLE 11. INVOICING ARRANGEMENTS AND PAYMENT**

### **11.1. Preparation of the invoice**

Invoices are prepared in one original copy and shall include the following information:

- the reference to this contract, the work package and the purchase order(s),
- the names and addresses of the contracting parties
- the date and invoice number,
- the services invoiced,
- the total price of the service exclusive of VAT,
- the rate and amount of VAT,
- the total price of the service inclusive of VAT.

### **11.2. Sending of the payment request**

Invoices should be sent to:

ACSE - Secrétariat Urbact  
5, rue Pleyel  
93283 Saint-Denis cedex

### **11.3. Payment provisions**

Payment is by wire transfer to the bank or post office account corresponding to the official bank details / IBAN number provided by the contractor.

The payment of the sums due to the contractor is made after the completion of the services stated on the purchase order and validation of the completed service.

### **11.4. Payment term**

The public corporation pays the sums due within a maximum of 30 days, from receipt of the invoice by the ACSE – URBACT Secretariat.

In the event of this contractual period being exceeded, the applicable late payment interest rate is equal to the interest rate of the main refinancing facility applied by the ECB to its most recent refinancing operation carried out before the first calendar day of the semester of the calendar year during which the late interest payments started to run plus 7 points.

## **ARTICLE 12: CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES**

The contractor undertakes to replace, in the shortest possible time, any member of the team responsible for the execution of the services who fails to execute the work to the required standard. The proposed replacement shall have to have a level of qualification at least equal to that of the person he has succeeded and any replacement shall not give rise to a change in the price of the services.

Any change in the composition of the team indicated in the proposal at the initiative of the contractor must be approved in advance by the ACSE – URBACT Secretariat.

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

The contractor may present to the ACSE – URBACT Secretariat one or several sub-contractors during the presentation of its proposal, or during the execution of the contract. In this latter case, the sub-contractor may not begin the execution of the services which are entrusted to it by the contractor before the contractor has requested and obtained in advance from the Contracting authority of the Acsé, acceptance of the sub-contractor and approval of its terms of payment.

## **ARTICLE 14 CHANGES AFFECTING THE CONTRACTOR'S STATUS**

During the contract validity period, the contractor shall communicate without delay, in writing, to the ACSE – URBACT Secretariat, any changes which have an impact on the status of the company, including changes to the name of the account to which payments are made of the sums due under the present contract.

If it fails to comply with this provision, the contractor is informed that the ACSE – URBACT Secretariat shall not be liable for late payment of invoices that are not in line with the information on the tender document, due to changes within the company or regarding the status of the corporation and of which the ACSE – URBACT Secretariat has not been informed.

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

The contractor agrees not to disclose any information of which it may have become aware during the execution of its service either from the agents of the ACSE – URBACT Secretariat or outside of it.

The ACSE – URBACT Secretariat, the owner of all documents related to this contract, may use the results, even in part of the services, copy the results and communicate them to others.

It reserves the right to publish the results of the services and this publication shall mention the contractor. The results of the service may also be digitised and integrated into any database

that the ACSE – URBACT Secretariat considers relevant in relation to the subject of the service.

The contractor may not make any use with or without charge of the results of the services without the prior written consent of the public corporation.

Any authorised publication must mention the financing of the ACSE – URBACT Secretariat and be sent to it for information purposes.

The contractor shall include in all documents that are related to the services of this contract (accounts, reports, etc.) the contract name and the name of the ACSE – URBACT Secretariat.

## **ARTICLE 16 PENALTIES**

### **16.1 Late delivery penalties**

If this contract's contractual deadlines are exceeded, due to the fault of the contractor, the latter is liable, for each day of delay without the issuance of prior notice, to penalties of €50 per day of delay.

However, the contractor may make a request for an extension to the execution period. It must send its substantiated request to the contracting authority of the Acsé in writing indicating the requested deadline. The possible acceptance of the extension will thus be notified to it in writing or by email.

### **16.2 Poor execution penalties**

In accordance with article 25 of the CCAG-FCS, if after a duly reasoned request by the ACSE – URBACT Secretariat, the quality of a service remains unsatisfactory as it does not meet the requirements set out in the contractual documents, the Contracting Authority reserves the right to make a price reduction according to the extent of the observed imperfections.

### **16.3 Penalty for undeclared work**

Pursuant to article L. 8222.6 of the Labour Code, penalties may be imposed on the contractor if it does not carry out the formalities stated in articles L. 8221-3 to L. 8221-5 of the Labour Code regarding undeclared work.

## **ARTICLE 17 TERMINATION**

The contract may be terminated by the ACSE – URBACT Secretariat in accordance with Chapter 6 of the CCAG/IP and under the following conditions:

### **17.1 Cancellation due to the contractor's unsatisfactory service**

If the ACSE – URBACT Secretariat observes the non-performance or poor performance of the services, it shall indicate in a letter sent by recorded delivery with return receipt the

defects and shall give notice to the contractor to make its representations and where appropriate to meet the obligations described in the letter within 15 days of receipt of the notice.

After the 15 days if the notice remains without effect (no answer or services which remain unsatisfactory) the ACSE – URBACT Secretariat may terminate the contractor's contract without further notice and without prior notice by registered letter with acknowledgement of receipt. Cancellation due to the contractor's unsatisfactory service shall not give rise to compensation payments to the contractor's benefit.

In addition and pursuant to article 47 of the Public Procurement Code, in cases of inaccurate information provided for in articles 44 and 46, the contracting authority, after prior notice, may decide to terminate the co-contractor's contract for unsatisfactory service without compensation.

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

The public corporation may, at any time, end the execution of the services under the contract before these are completed for a general interest reason. The cancellation decision is notified to the contractor by recorded delivery letter with acknowledgement of receipt.

The cancellation indemnity is then calculated in accordance with chapter 6 of the CCAGFCS

## **ARTICLE 18 DISPUTES**

In no case may disputes arising between the ACSE – URBACT Secretariat and the contractor be invoked by the contractor as a cause for stopping, either permanently or temporarily, the services set out in the contract.

This contract is governed by French law. French courts have exclusive jurisdiction. Any dispute arising from the implementation of this contract is submitted, failing agreement out of court, to the discretion of the Administrative Court of Paris.

Any dispute may be brought before the advisory committee for the settlement of differences or disputes relating to public procurement in accordance with Article 127 of the Public Procurement Code.

## **ARTICLE 19. DEROGATIONS TO THE CCAG**

Article 16 "Late delivery payments" derogates from article 14 of the CCAGFCS.