



ACSE/ URBACT II (2007-2013) Operational Programme

CONTRACT No. 2013 URB 05 30

**ASSISTANCE SERVICES FOR THE COORDINATION OF THE URBACT NATIONAL
DISSEMINATION POINTS AND FOR MANAGING AND MONITORING SEVERAL DIGITAL
COMMUNICATION TOOLS**

SCHEDULE OF SPECIFIC CLAUSES (C.C.P.)

PUBLIC PURCHASER:

***Agence Nationale pour la Cohésion Sociale et l'Égalité des Chances [The National
Agency for Social Cohesion and Equal Opportunities (Acsé)]***
National Public Body of an Administrative Nature
209 - 211, rue de Bercy - 75585 - Paris Cedex 12, France

REPRESENTED BY Ms GIRARD, DIRECTOR GENERAL OF ACSE

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PREAMBLE: CONTEXT

I. PRESENTATION OF THE URBACT PROGRAMME'S PLAYERS

I.1 THE STEERING BODIES

-The European Commission: It defines and provides overall coordination of all actions relating to the structural funds in the European regions. A stakeholder in these actions, the URBACT programme and its projects benefit from 78% co-financing of the budget from the Commission (through the European Regional Development Fund-ERDF). It also has an advisory role within the Monitoring Committee of URBACT II, where it is represented by the Directorate General for Regional Policy. Its services in particular support some URBACT projects with the "FastTrack" label.

-The Monitoring Committee: It sets URBACT's strategic direction and through its decisions, ensures the effectiveness and quality of its work. For example, it endorses the URBACT projects, it decides when to launch a new call for projects, it regularly checks the progress of projects and the monitoring of budgets, it takes all decisions required for implementing the programme etc.

- The Managing Authority: THE 'SGCIV'

The SGCIV (General Secretariat of the Inter-ministerial Committee for the City) is the responsibility of the French Ministry in charge of Urban Policy. The CIV is responsible for the implementation of the programme, ensuring it is managed in accordance with the law and the European financial procedures. For example: it sets up a computer system that can record and store the accounting information of each URBACT project and it produces an annual report and a final report and so on.

I.2 The URBACT ACSÉ-Secretariat.

The URBACT Secretariat ensures the implementation and monitoring of URBACT's key activities:

-Coordination: it coordinates and facilitates the monitoring of the project work and the process of capitalisation and dissemination of knowledge at the programme level.

-Communication: it communicates and disseminates the results of the programme and projects to urban policy stakeholders in Europe.

-Management: it provides the programme's administrative and financial management.

Furthermore, the Secretariat prepares the work of the Programme's Monitoring Committee and assists in its operation.

The URBACT Secretariat is part of ACSE (National Agency for Social Cohesion and Equal Opportunities) and included in its organisational chart. It is known as the URBACT ACSÉ-Secretariat.

II. PRESENTATION OF THE URBACT II PROGRAMME

II. 1 Overview

The European Commission approved the URBACT II programme on 2 October 2007 (decision reference: E/2007/2063 - C(2007)4454).

The objective of the URBACT II programme (2007 – 2013), following up the URBACT 2000 – 2006 programme, is to encourage the exchange of experience between European cities and to promote integrated and sustainable urban development. The objective of the URBACT II programme is to improve the effectiveness of integrated and sustainable urban development policies in Europe:

- facilitate the exchange of experience and mutual learning between policy makers and urban planning professionals;
- disseminate good practice and lessons learned from the exchanges and implement the transfer of expertise;
- help elected officials, professionals and managers of the operational programmes to define action plans created from discussions within thematic networks.

The discussion and learning operations are implemented through thematic networks making up the projects. The Programme places special emphasis on the quality of the results of the exchanges, on the wide dissemination of the lessons learned and good practices identified, in particular, through the policies developed by the partner cities.

Currently over 500 towns and cities in 29 countries (the 27 EU members + Switzerland and Norway) are participating or have participated in 50 thematic networks and URBACT working groups.

II. 2 Communications Policy

URBACT II's communication and dissemination strategy aims to disseminate knowledge and expertise acquired by the Programme and reach those who, in the cities, are in a position to implement new policies. This type of strategy is one of the basic components central to all the Structural Fund programmes.

In order to facilitate the process of communication and information, a series of instruments has been made available to cities, their partners and a wider audience: the website and other digital communication tools; the Annual Conference, URBACT Summer University and other dissemination events; thematic and promotional publications; and the establishment of partnerships with specialised European or national networks.

ARTICLE 1: PURPOSE OF THE TENDER

This tender is for the supply to the URBACT Secretariat by the contractor of assistance to the coordination of the URBACT National Dissemination Points and for managing and

monitoring several digital communication tools of the European Territorial Cooperation URBACT II programme.

ARTICLE 2: DOCUMENTS INCLUDED IN THE TENDER

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

- The tender document (DC3);
- These Special clauses (CCP);
- The General Administrative Conditions applicable to procurement of Intellectual Services (CCAG-PI), approved by the Order of 16/09/2009, option B;
- The contractor's proposal and its financial proposal.

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

ARTICLE 3: FORM, AWARD PROCEDURE AND PROVISIONS OF COMMUNICATION BETWEEN THE PARTIES

3.1 Form and procedure:

This contract is a service contract awarded under a special procedure in accordance with Article 30 of the Public Procurement Code.

It is a single contract with a set price.

3.2 Provisions of communication between the parties:

The notification to the successful tenderer of decisions or information from 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 its hands);
- 2) or by letter (recorded delivery letter with acknowledgement of receipt);
- 3) or by electronic communications (in particular email or fax) or on electronic storage media.

The communication methods must enable a receipt date to be given with certainty;

- 4) or by any other means providing proof of the date of receipt of the decision.

ARTICLE 4: DURATION OF THE CONTRACT

This contract becomes effective and runs for 2 years from the date of its notification to the successful tenderer.

ARTICLE 5: SERVICES REQUESTED

5.1 Context

URBACT National Dissemination Points provide local-language information on the URBACT programme and projects across the EU, and act as national relays for information on sustainable and integrated urban development.

There are all together 20 NDPs at the date of launch of the call.

NDPs publish every month a News Bulletin with information on URBACT news and URBACT Projects in national language on their website, prepared by URBACT. They also publish information on the programme and on partner cities on their website. They provide information to URBACT on urban policies in their countries in bi-annual reports provided in English, published on the URBACT website and in sections such as blogs and news.

NDPs are also publishing and publicising URBACT projects' outputs in national languages, focusing on URBACT cities from their countries. They provide articles presenting the most interesting outputs of URBACT projects in their national context. They also publish information on URBACT events.

Increased use of new technologies and new communication channels such as **social media** instead of traditional communication channels by the target audience determine the critical need to create an URBACT Social Media Strategy to be developed within the framework of currently accepted URBACT Communication Strategy.

At the moment, URBACT explore and utilize the following social media channels:

(1) Facebook page to promote the events, activities and outputs from URBACT projects, the programme-level news, activities, open calls and articles as well as useful information from partners about sustainable urban development and territorial cooperation.

(2) Twitter page - as a dissemination channel for already posted items on the URBACT website and other digital media channels, too;

(3) URBACT blog – to present short position articles supposed to stimulate debate, short cities case studies and other interesting topics proposed by the URBACT community members.

Several recommendations on how to optimize the use of the range of social media channels are prepared, including suggestions for Facebook optimisation, the use of Twitter, LinkedIn and Wikipedia, use of social media for events, etc.

Several **statistical tools** for measuring the progress in the use of URBACT digital communication channels are used:

(1) Since the launch of the new URBACT website, the open-source web analytics tool AWStats is used to generate advanced web statistics graphically.

(2) Google Analytics is another free web analytics tool;

(3) In order to analyze the social media influence, URBACT joined the free online Klout service, which provides social media analytics on data taken from sites such as Twitter and Facebook and measures the size of a network and the content created.

(4) There is an ongoing collaboration with Meltwater company providing customized media and social media monitoring services.

(5) Finally, free media and social media monitoring applications – Mention, is been used by URBACT to get real-time information about any mentions on the web and the social web in all the official EU languages.

5.2 Services to be provided

The selected provider is responsible for the coordination of National Dissemination Points and for managing and monitoring several digital communication tools. This task will involve:

1 - Developing, coordinating and managing the partnerships established between the URBACT and the National Dissemination Points.

The development consists of assistance provided at the time of the launch of the call for tenders for the National Dissemination Points and assistance in the analysis of the responses. In addition, it includes providing suggestions on how to improve the efficiency of National Dissemination Points, how to evolve their role; enhance relations between NDPs, URBACT Secretariat, national managing authorities and URBACT projects, and how to progress dissemination of URBACT programme and project results in the national level with the help of NDPs. Coordinating includes daily monitoring of the relations with those in charge of the Dissemination Points in 20 countries, participation in administrative and financial monitoring of the NDPs (preparation of purchase orders, verification of the service rendered, validation of invoices.) the creation once a month, on a set date of a newsletter in English, translated into the national language by the NDPs for their own audiences. The Newsletter's contents must draw on the results of the URBACT programme. In addition, monitoring of the biannual reports produced by the NDPs, other articles produced and the use of their content for the URBACT website are an integral part of the service provider's responsibilities. Supervision of the partnerships involves the NDPs websites being regularly consulted, a control of the information produced and made available on-line and the control and statistical monitoring of the number of visitors to the NDPs.

2- Management of the URBACT Blog and Twitter channel.

The responsibilities include:

(a) Ensuring that blog items would be published as a minimum twice per week; actively collecting interesting content and establishing relations with possible contributors; regularly updating blog calendar; writing various types of articles on a wide range of topics; providing feedback to other contributors, and editing other writers' content; optimizing content for search engines and lead generation; conducting analytical projects to improve blog strategies/tactics/functionalities; developing and implementing long-term blog improvement activity plan based on the up-to-date good practices of blogs and blogging;

(b) Handling the URBACT Twitter account; creating and implementing URBACT Twitter development plan; working with the URBACT Communications team to help promote different activities via Twitter account; following and communicating with users who tweet specific keywords related to URBACT activities; tweeting information about the content published on the URBACT digital communication channels or interesting related stories with any relevant/trending hashtags at least twice per day; managing the URBACT Twitter lists; re-tweeting someone once per day and talking to anyone who tweets at URBACT; developing and implementing Twitter strategy.

3- Monitoring Statistics and Trends for the Use of URBACT Digital Communication Channels

The responsibilities include: develop and execute social media monitoring and Web analytics measurement plans based on objectives and identify key performance indicators; using Klout, Meltwaters, Mentions, Facebook, Twitter, Google Alerts, Google Analytics and AWStats statistical tools create social media monitoring and Web analytics reports to measure campaign performance and ongoing online and interactive initiatives on a monthly basis; architect and report social media and website content strategies based on insights gathered through social media monitoring and Web analytics.

ARTICLE 6: PERFORMANCE OF THE SERVICES

6.1 Provisions for the performance of the services

6.1 1 Kick-off meeting:

A kick-off meeting is held between the contractor and URBACT Acsé/Secretariat on notification of the award of the contract. At this meeting the work programme of the provider and the working arrangements between the two parties are set out.

6.1 2 Progress meetings during the execution of the contract:

Monthly progress meetings shall be held between the contractor and the URBACT Acsé/Secretariat at the URBACT headquarters at St Denis (93) to review the services provided.

6.2 Monitoring of the performance:

The contractor works in collaboration with the Director of the URBACT Secretariat and Head of the Communication Pole.

Note: The contractor may occasionally be required to travel in Europe.

ARTICLE 7: CONTRACTOR'S OBLIGATION AND RESPONSIBILITY

The contractor shall designate a project manager responsible for the proper performance of the service.

He shall only be replaced in the event of force majeure or serious failure. The proposed replacement shall have a level of qualification and experience equivalent to the person he replaces. No replacement shall result in a change in the price of the services. Acceptance of the replacement by the URBACT Acsé-Secretariat shall be by written agreement.

ARTICLE 8: PRICE

8.1 form of the price

The contract is entered into for a fixed price. It includes the performance of all services requested in these special clauses and all the costs and taxes levied on the performance of the services,

This price is given in euros and is inclusive of VAT.

A contractor not subject to VAT must indicate under what section of the Tax Code it is exempt.

Provisions regarding expenses relating to the mission:

Travel and accommodation costs incurred by the mission within URBACT are paid for by the URBACT Acsé-Secretariat in accordance with the rules in force within the programme (rail and plane fares in economy class, capped refund for meal and hotel expenses, etc.).

8.2 Nature of the price

The price is fix for the 1st year and may be revised on the anniversary date of notification following the formula indicated below.

$$P = P_o \times [0.125 + ((0.875 \times S) / S_o)]$$

In which:

P = Revised price

P_o = Initial price

S = Syntec Index on the revision date (i.e. the last published index at the revision date)

So = initial Syntec Index (i.e. the Syntec Index used as a reference published at the time the tenders are submitted.)

Indices are published on the INSEE website.

ARTICLE 9: INVOICING AND PAYMENT TERMS

9.1 Payment provisions

Payment is made according to the rules of public accounting after verification of the service rendered and the invoice received by the Urbact Acsé-Secretariat.

Payment of the fixed price shall be by monthly instalment and on presentation of the invoice.

Endorsement by the official stamp on the monthly invoice is confirmation of the service rendered. Settlement of an invoice is final payment.

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

The allocated Public Accountant is the Acsé's official accountant located at 209 rue de Bercy, 75585 Paris Cedex 12, France.

Since the service is continuous, the contractor shall submit to the URBACT Acsé-Secretariat, every month, a claim for payment for the services rendered the previous month, specifying the amounts it claims as a result of the performance of the contract.

9.2 Invoicing provisions

The invoices for the payment are made out in three copies (one original and two copies) with the following mandatory information:

- The name and address of the contracting parties
- The reference to this contract,
- The date and invoice number,
- The services invoiced,
- The total price of the service excluding VAT,
- The VAT rate and amount of VAT,
- The total price including VAT.

Invoices should be sent to:

URBACT / ACSE Secretariat
5, rue Pleyel
93283 Saint-Denis La Plaine Cedex, France

9.3 Total payment time

In accordance with the modified decree-order of 21 February 2002 relating to the implementation of a maximum payment time for public contracts and to article 98 of the Public Procurement Code, the Public corporation shall proceed to the payment of the sums due within a maximum of 30 days from receipt by URBACT ACSE/secretariat of the payment request.

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.

9.4 Advance

Pursuant to Article 87 of the Public Procurement Code, an advance may be paid to the contractor. The contractor shall specify in the tender document whether it waives or otherwise the benefit of this advance.

The repayment of this advance is made in accordance with the provisions of article 88 of the Public Procurement Code.

ARTICLE 10: CHANGES AFFECTING THE CONTRACTOR'S STATUS

The contractor shall immediately notify in writing the ACSE-URBACT Secretariat of any changes affecting the status of the company arising during the performance of the contract and which relate in particular:

- to persons with authority to commit the company;
- to the corporate or trade name;
- to the address of the company's registered office;
- to the legal form under which it operates and generally any change affecting the operation or status of the company.

The contractor is also required to communicate without delay and in writing, to the ACSE-URBACT Secretariat, changes to the holder's name of the bank or postal account to which payments are made for the amounts due under this contract. If it fails to comply with these provisions, the contractor is informed that the URBACT Acsé-Secretariat shall not be liable for the late payment of invoices containing information that does not match that on the tender document due to changes within the company or regarding the status of the corporation and of which the Urbact Acsé - Secretariat has not been informed.

ARTICLE 11: OWNERSHIP OF THE RESULTS AND CONFIDENTIALITY

In the framework of this contract, the contractor exclusively waives all his property rights related to the results, partial or not, to the MA/JTS, enabling it to freely exploit them for the legal duration of the intellectual property.

The "results" signify all the components, regardless of the form, type and medium that are consequent to the execution of the services covered by the contract.

In compliance with copyrights, these intellectual property rights include all the property rights to reproduction, representation and distribution, notably the right to use and permit use of, to incorporate, integrate, adapt, arrange, correct and translate the results, even partial, of all or a part of them, as they are or modified, by any means, in any form and in any medium.

The ACSE-URBACT Secretariat, who is owner of all the documents related to this contract, may use the results, even partial, of the services, reproduce the results and transmit them to a third party, in compliance with the regulations defined by the CNIL. Prior approval from the URBACT Secretariat should be received for these uses. The price of this transfer is included in the contract amount. This transfer is applicable in France and the entire world, notably in case of publication on the Web. This transfer covers the results, even partial, as of receipt of the services requested.

For this use and publication of the results, even partial, by authors or third parties, there should be a prior agreement with the URBACT Secretariat. This request for authorisation is sent by post addressed to the URBACT Secretariat.

Any authorised publication should mention URBACT financing and be sent to the URBACT Secretariat for information purposes.

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 institution or outside of it.

ARTICLE 12: CANCELLATION CONDITIONS

The contract may be terminated by the Urbact Acsé - Secretariat in accordance with Chapter 7 of the CCAG/IP and the following conditions:

12.1 Cancellation due to the contractor's unsatisfactory service

If the Urbact Acsé - 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 15 days, if the notice remains without effect (no answer or services which remain unsatisfactory), the Urbact Acsé-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.

12.2 Unilateral cancellation by the Public corporation

The public corporation may, at any time, end the performance 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 amount of set compensation in the event of cancellation is obtained by applying 4 percent to the initial amount of the contract (exclusive of VAT) reduced by the amount (exclusive of VAT) of the already completed services.

ARTICLE 13: SETTLEMENT OF DISPUTES RELATING TO THE CONTRACT

In no case, may disputes arising between the Urbact Acsé - 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 Procurement Code.