



Connecting cities  
Building successes



l'agence nationale  
pour la cohésion sociale  
et l'égalité des chances

**ACSE/ URBACT II (2007-2013) Operational Programme**

**CONTRACT No 2013 URB 10 28**

**ASSISTANCE SERVICES TO THE COMMUNICATION STRATEGY  
OF THE URBACT II EUROPEAN PROGRAMME**

**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

REPRESENTED BY MRS GIRARD, DIRECTOR GENERAL OF ACSE

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## **PREAMBLE: GENERAL CONTEXT**

### **1- The URBACT Programme supervisory authorities**

#### **✓ The European Commission**

It determines and performs the general coordination of all actions related to the structural funds in the different regions of Europe. The URBACT Programme and its projects receive co-financing – to the tune of 78% of the budget – from the Commission (via the European Regional Development Fund – ERDF). It equally performs an advisory role within the URBACT Monitoring Committee, where it is represented by the Regional Policy Development Department.

#### **✓ The Monitoring Committee**

- Sets the strategic orientations for URBACT and, through its decisions, guarantees the efficiency and quality of its operations. For instance, it approves URBACT projects, decides on the launching of new calls for projects, performance regular checks on project progress and monitors budgets, takes all decisions needed for the proper implementation of the programme, etc...;
- In keeping with the European Union's action principles, it performs its activities with the utmost transparency. It puts in place strict validation processes with checks at different levels and different times in the life of the programme;
- Its members include 2 representatives from each country taking part in URBACT. They meet three times yearly. The chairmanship of the Monitoring Committee, presently held in 2012 by Mr Claes NILAS from Denmark is renewed each year.

#### **✓ The managing authority: the General Secretariat of the Interministerial Committee for Cities (GSICC)**

The GSICC is under the supervision of the French Ministry in charge of City policy. The GSICC is in charge of implementing the programme and ensures that it is managed in compliance with the European laws and financial procedures.

For instance: it develops an automated information system that helps to record and store accounting data for each URBACT project. It equally produces an annual report and a final report, etc...

#### **✓ The ACSE – URBACT Secretariat**

The ACSE – URBACT Secretariat is in charge of implementing and monitoring URBACT's major activities, namely:

- Facilitation: It coordinates and facilitates the monitoring of project activities and the knowledge capitalisation and sharing process at the level of the entire programme;
- Communication: It publishes the results of activities and projects for Europe's city stakeholders;
- Management: Manages the administration and finances of the programme.

Additionally, the Secretariat prepares the deliberations of the Programme Monitoring Committee and takes part in its operations.

The URBACT Secretariat is incorporated into the ACSE (National Agency for Social Cohesion and Equal Opportunities) and features on the latter's organisational structure. It is designated using the appellation ACSE - URBACT Secretariat.

## **2- General presentation of the URBACT Programme**

On **02 October 2007**, the European Commission approved **the URBACT II programme** (Decision reference: E/2007/2063 – C (2007)4454).

As an extension of the URBACT 2000 - 2006 programme, the URBACT II programme (2007 - 2013) aims to foster the exchange of experiences among European cities as well as to promote the capitalisation and dissemination of knowledge concerning all issues related to sustainable urban development. The URBACT II programme aims to improve the effectiveness of urban policies for sustainable integrated development in Europe with a view to implementing the Lisbon-Gothenburg Strategy:

- to make it easier for policy makers and professionals involved in urban policy to share their experiences and learning;
- to widely disseminate good practices and lessons learnt from the exchanges and to ensure that this expertise is passed on;
- to assist elected officials, professionals and operational programme managers to define action plans, under the Convergence and Competitiveness objectives.

The exchange and learning operations shall be implemented through thematic networks. The Programme shall focus in particular on the quality of the outputs from the exchanges, on the wide dissemination of the lessons learnt and the good practices identified, and on the impact the exchanges have on policies developed by partner cities.

The URBACT II programme has enabled over 500 cities in 29 European countries to take part in thematic networks based around 10-12 cities and it has involved more than 7,000 practitioners in the field (local authorities, elected officials, civil society, inhabitants, etc.). URBACT is co-funded by the ERDF and Member states.

To find out more, please visit the web site: [www.urbact.eu](http://www.urbact.eu)

## **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 CONTRACT**

This contract is for the supply of assistance services to the communications strategy of the URBACT II operational programme.

## **ARTICLE 2: DOCUMENTS CONSTITUTING THE TENDER**

The tender is made up of the contractual documents listed below in order of decreasing priority:

- The tender document (DC3);
- This schedule of specific clauses(SSC/CCP);
- The general administrative clauses applicable to the procurement of intellectual services (CCAG-PI), approved by the order of 16/09/2009, option B;
- The contractor's offer.

Only the originals of these documents kept in the Acsé archives are authentic proof.

## **ARTICLE 3: CONTRACT FORM AND AWARD PROCEDURE; ARRANGEMENTS FOR COMMUNICATION BETWEEN THE PARTIES**

### **3.1 Form and procedure:**

This contract is a service contract that shall be awarded under a special procedure in accordance with Article 28 of the Public Procurement Code. The financial threshold for this procedure is 130.000 € HT for the duration of the contract, renewal included.

It is a single contract at a fixed price.

### **3.2 Arrangements for communication between the parties:**

Notification to the contractor of decisions or information from the contracting authority involving a deadline shall be given:

- 1) either directly to the contractor, or to its duly qualified representative, in exchange for a receipt (delivered into its own hands);
- 2) or by letter (recorded delivery letter with acknowledgement of receipt);
- 3) or by online, electronic communication (in particular by email or fax) or on electronic storage media.

The methods used for communication must make it possible for a receipt date to be given with certainty;

- 4) or by any other means that confirm the date of receipt of the decision.

## **ARTICLE 4: CONTRACT DURATION**

The contract shall take effect on the date when the contractor receives notification and shall be carried out for one year. The contract may then be renewed once by a formal decision by the contracting authority by one-year period.

## **ARTICLE 5: SERVICES REQUIRED**

**The following services are required:**

Working alongside the Head of the URBACT Secretariat and the Communications pole manager, the contractor shall be capable of providing the following services:

## **1. Assistance to Project Communications**

Processes of URBACT II communications are organised in 3 levels: programme level (supervised and implemented by URBACT Joint Technical Secretariat), project level (implemented by project communication officers and assisted by the URBACT Joint Technical Secretariat) and national level (implemented by URBACT National Dissemination Points and coordinated by the URBACT Joint Technical Secretariat).

The contractor will have to provide its assistance to project level communications covering the following responsibilities:

- Designing and providing communication training (onsite, online or blended) for communication officers of the URBACT projects;
- Identifying the needs of communications officers and, if necessary, preparing guidelines for them (for example, on the use of the social media, on the organisation of the transnational events, press conferences, etc.);
- Preparing monthly informative emails to the project communication officers, including the request for their content input for programme-level communication channels;
- Regularly monitoring communication activities of the projects and proactively providing a personalised assistance on communication issues;
- Analysing project level communications and providing suggestions how to improve and design better communication processes and reach more professional results.

## **2. Coordination of URBACT Publications and Content Marketing**

URBACT publications are one of the four main URBACT communication channels. The contractor will have to coordinate the content collection and publishing process and serve as the main contact point for content creators, editors and/or Editorial Team, designers, layout makers and printing house, ensuring that all the involved stakeholders are aware of processes and timetable and follow the agreed deadlines.

The contractor will provide suggestions for the concept of publications and their optimal format (for example, paper or electronic), as well as will actively involve in defining long and short term publication and content marketing strategy in the programme level.

## **3. Programme-Level Communications Support**

In addition, the contractor will have to undertake the following responsibilities:

- Tasks related to digital communication tools:
  - As minimum twice per year making an audit of the website static content and ensuring that all the static content of the website is completely updated with the most up-to-date information;
  - Ensuring that news items would be published as a minimum twice per week; actively collecting interesting content and establishing relations with possible contributors; creating and regularly updating news collection calendar; writing news items on a wide range of topics; providing feedback to other contributors, and editing other writers' content; optimizing content for search engines and lead generation.
  - Ensuring that any website content item, when received, is published within the next two working days on the URBACT website.

- Collecting content for the monthly newsletter and coordinating its production and delivery.
- If necessary, actively involving in the digital media campaigns of the URBACT programme.
- Tasks related to organising communication and dissemination events:
  - Assistance to organisation of programme-level communication events, such as annual conferences, open days, exhibitions, etc., before, during and after the events.
- Active participation in defining short or long-term activity plans of URBACT Communications.

## **ARTICLE 6: PERFORMANCE OF THE SERVICES**

### **6.1 Arrangements for the performance of services**

#### **6.1 1 Kick-off meeting**

As soon as the award of the contract is notified, a kick-off meeting shall be organised with the contractor and the URBACT - Acsé Secretariat, at the URBACT Secretariat head office. At this meeting, the service provider's work programme and the working arrangements for both parties shall be set out.

#### **6.1 2 Progress meetings during the performance of the contract**

Monthly progress meetings shall be held with the contractor at the URBACT Secretariat to review the services being delivered.

### **6.2 Performance of the contract**

The contractor shall work in close collaboration with the projects and capitalisation pole manager and with the URBACT Secretariat Director. To do this, the project manager appointed by the contractor shall carry out most of the services at the URBACT Secretariat head office in St-Denis.

Please note that the contractor may be occasionally required to travel in Europe.

## **ARTICLE 7: THE CONTRACTOR'S OBLIGATION AND LIABILITY**

The contractor shall appoint a project manager to be responsible for the proper performance of the services.

This project manager shall only be replaced in the event of force majeure or serious failure. The replacement manager who is put forward shall have a level of qualifications and experience equivalent to the person being replaced. A replacement shall not give rise to any change in the price of the services. The Acsé - URBACT Secretariat shall have to agree to any replacement in writing.

## **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 specific clauses (SSC/CCP) and all the costs and taxes levied on the performance of these services. This price is given in Euros, exclusive of tax and inclusive of all taxes.

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

### **8.2 Provisions regarding expenses relating to the mission**

When the contractor performs its services on URBACT Secretariat premises, it can use all the office resources and equipment made available to it by the Programme.

Travel and accommodation costs incurred by the mission within URBACT shall be paid for by the Acsé - URBACT Secretariat, based on the rules in force within the programme (economy class rail and plane fares, capped reimbursement of meal and hotel expenses, etc.).

### **8.3 Nature of the price**

The price is fix for the 1<sup>st</sup> 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<sub>o</sub> = Initial price

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

S<sub>o</sub> = 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 terms**

Payment shall be made according to the rules of public accounting after verification of the service rendered and after Acsé-URBACT Secretariat has received the invoice.

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 shall be confirmation of the service rendered. The settlement of an invoice shall be final part payment.

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.



The sole payment method is by transfer to the bank or post office account corresponding to the official bank details / IBAN number provided by the contractor. The appointed Public Accountant is Acsé's official accountant, located at 209 rue de Bercy, 75585 Paris Cedex 12, France.

## **9.2 Invoicing arrangements**

Invoices to be submitted for payment shall be made out in two copies (one original and one copy) and include the following mandatory information:

- The contracting parties (name and address)
- The reference to this contract,
- The date and invoice number,
- The services being invoiced,
- The total price of the service excluding VAT,
- The VAT rate and VAT amount,
- The total price including all taxes.
- The bank details of the contractor

**Invoices should be sent to the following address:**

Secrétariat du programme URBACT  
5, rue Pleyel  
93283 Saint-Denis cedex, FRANCE

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

## **9.3 Overall payment time**

In accordance with the decree 2002 - 232 of 21 February 2002, the Public corporation shall make payment of the sums due within a maximum of 30 days from when the Acsé - URBACT Secretariat receives the request for payment.

Should this contractual period be exceeded, the late payment interest rate that shall be applicable is equal to the interest rate of the main refinancing facility applied by the ECB to its main, most recent refinancing operation, carried out before the first calendar day of the half-year period of the calendar year during which the late interest payments started to run increased by 7 points.

## **9.4 Advance**

In accordance with 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 shall waive this advance or not. Repayment of this advance shall be made in accordance with the provisions of article 88 of the Public Procurement Code.

## **ARTICLE 10: CHANGES AFFECTING THE CONTRACTOR'S STATUS**

The contractor is obliged to immediately notify the Acsé - URBACT Secretariat in writing of any changes affecting the status of the company that may arise during the performance of the contract and which relate in particular:

- to the person with authority to commit the company;
- to the company's 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 company's operation or status.

The contractor is also required to communicate to the Acsé - URBACT Secretariat, without delay and in writing, any changes to the name of the bank or postal account holder to which payments shall be made for the amounts due under this contract.

If the contractor fails to comply with these provisions, it is informed that the Acsé - URBACT Secretariat shall not be liable for late payment of invoices containing information that does not match the information on the tender document, because of changes within the company or to do with the company's status and about which the Acsé - URBACT Secretariat had not been informed.

#### **ARTICLE 11: 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 institution or outside of it.

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.

#### **ARTICLE 14: CANCELLATION TERMS**

In accordance with the provisions of Chapter 7 of the CCAG/PI the contract may be cancelled by the Acsé.

#### **14.1 Cancellation due to unsatisfactory service from the contractor**

If the Acsé - URBACT Secretariat observes that the services are not being performed or are being poorly performed, it shall indicate these failings in a letter sent by recorded delivery with return receipt. It 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.

If the notice has no effect after a period of 15 days, (no answer or the services continue to be unsatisfactory) the Acsé - URBACT Secretariat may terminate the contract due to the contractor being at fault without any further notice and without any further notification by recorded delivery letter with return receipt. Cancellation due to unsatisfactory service from the contractor shall not give rise to compensation being paid to the contractor.

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

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

At any time, the public corporation may end the performance of the services in the contract before these are completed for a general interest reason. The contractor shall be notified of the decision to cancel 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 15: SETTLEMENT OF DISPUTES RELATED TO THE CONTRACT**

Under no circumstances may disputes arising between the Acsé - URBACT Secretariat and the contractor be invoked by the contractor as a reason for stopping, either permanently or temporarily, the services as set out in the contract.

This contract is governed by French law. French courts have exclusive jurisdiction. Should agreement out of court not be possible, any dispute arising from the implementation of this contract shall be submitted to the discretion of the Administrative Court of Paris.

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