



CONTRACT NO. 2014 URB 01 28

**PROVISION OF STUDY FOR THE EUROPEAN URBACT PROGRAMME IN THE
AREA OF TRANSNATIONAL COOPERATION AND SUSTAINABLE URBAN
DEVELOPMENT**

SCHEDULE OF SPECIAL CLAUSES

AWARDING AUTHORITY

Agence nationale pour la cohésion sociale et l'égalité des chances (ACSÉ)

Etablissement Public administratif de l'Etat
209-211, rue de Bercy - 75585 - Paris Cedex 12

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CONTEXT

A. The URBACT II Programme

URBACT II (2007-2013) is a European exchange programme promoting sustainable and integrated urban development in line with the objectives of the Europe 2020 strategy.

URBACT enables European cities to work together and to develop effective and sustainable solutions to major key urban challenges. Each project brings together 6 to 12 cities or other partners during two to three years and focuses on a specific urban issue.

Specifically, URBACT aims to:

- Facilitate the exchange of experience and learning among city policy-makers, decision-makers and practitioners;
- Widely disseminate the good practices and lessons drawn from the exchanges and ensure the transfer of know-how;
- Assist city policy-makers and practitioners, as well as managers of Operational Programmes, to define action plans for sustainable urban development.

The URBACT II programme has enabled more than 500 cities in 29 countries in Europe to participate in thematic networks consisting of 10-12 cities involving more than 7,000 actors on the ground (local administrations, elected representatives, civil society, residents, etc.).

URBACT is jointly financed by the European Union (European Regional Development Fund) and the Member States.

For more information, visit www.urbact.eu

B. From URBACT II towards URBACT III

The principle of a new generation of the URBACT Programme (URBACT III) has been stated at the end of last year. The new programming period will run from 2014 to 2020.

Studies have to be carried out in the perspective of the new programming period.

C. 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).

At the meeting in Dublin 10th June 2013, members of the Monitoring Committee were asked to propose ideas for studies in order to make good use of the remaining resource available in the capitalisation budget line. After the meeting, members of the Monitoring Committee were consulted for their views on the suggested studies and for any additional ideas which they would like to pursue.

Given the available budget and the internal capacity to manage the studies, it was proposed to go ahead with two studies. In order to try to address as many as possible of the subjects requested by Member States, some themes have been combined within one study. The launch of these studies has been approved through Written Procedure (n°29) on 03 September 2013.

D. Expectations

The successful bidder will be requested to conduct a study on Sustainable and integrated urban development in the frame of the URBACT II programme. The study' purpose is to provide the Managing Authority, the Member States, the European Commission and the URBACT Secretariat with new ideas on the topics below in the perspective of the new programming period.

ARTICLE 1: PURPOSE OF THE CONTRACT

The purpose of this contract is the conduct of a study in the field of urban policy and practices for the European programme URBACT II on the following theme: Implementing new concepts and tools for sustainable urban development 2014-2020.

ARTICLE 2: CONTRACT-RELATED DOCUMENTS

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

- the bid (DC8);
- the present Schedule of Particular Clauses¹ (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 bid.

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

ARTICLE 3: FORM OF THE CONTRACT

3.1 The contract's procedure and form:

The present contract is signed based on an adapted procedure in compliance with article 28 of the government procurement code. The study is the object of a flat-fee contract.

Theme of the study: "Implementing new concepts and tools for sustainable urban development 2014-2020"

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.

¹ In case English and French versions of the tendering documents can be interpreted differently, the French wording will prevail.

ARTICLE 4: TERM OF THE CONTRACT – DEADLINE FOR COMPLETION

The contract will last a total of 15 months from the date of the successful bidder's notification.

The deadline for completion (submission of documents and results) from the date of the successful bidder's notification is 11 months.

However, the successful bidder may request a deadline extension by sending the awarding authority (ACSÉ) 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 5: SERVICES REQUESTED

Rationale

The ERDF regulations in the new programming period 2014-2020 include new tools and concepts that offer new opportunities for programming the urban dimension. Three concepts are particularly highlighted: integrated strategy and action plan, participatory approach, urban-rural partnership.

In the next programming period, the URBACT programme will work with cities which will have to use these concepts and the tools proposed in the new regulation of the Cohesion Policy and by the Managing Authorities for sustainable and integrated urban development (Integrated territorial Investment, Urban Axe, Community Local Led Development, etc.).

Objective

Through this study, the URBACT programme aims to:

- Develop a shared understanding of the concepts and tools for sustainable and integrated urban development among the different stakeholders concerned by these concepts and tools for the next programming period;
- Issue recommendations so as to how these stakeholders may use these tools to foster a sustainable urban development.

Methodology

To build this shared understanding and explore the use of these concepts and tools, the study will build on desk research, collating existing material and practices on these concepts and tools, and on a series of 3 seminars involving a limited number of experts and key stakeholders.

These seminars shall be fully part of the methodology. In this perspective, they will be designed as working seminars aiming to produce additional knowledge. Each seminar will focus on one of the following topics:

- integrated strategies and action plans (incl. urban axe, ITI)
- participatory approach to urban development (incl. CLLD)
- urban-rural issues

For each seminar, the service provider will be in charge of:

- Definition of the topic, key questions
- Identification of speakers/ contributors (including contractual relationships)
- Identification of experts/ stakeholders who will be invited to take part;
- Production of input related to the topic (discussion paper, video, etc.);
- Reporting on the seminar (report presenting the key findings and recommendations resulting from the seminar, aiming to share these with an external audience...)
- Logistics of seminars (invitations, catering, registration, etc.).

Before each seminar, discussion papers will be produced, including a review of the relevant regulation, an introduction to the topic (definition of the concept, corresponding tools, etc.), a review on how the topic is being dealt with in Partnership Agreements and by a sample of managing authorities covering various contexts across EU28; relevant practices from the current programme period will also illustrate how this might be done in the future. Where possible positive examples from cities should be selected to show evidence from a wide range of contexts (less developed, transition and more developed regions, EU13). The first draft of the paper will be available 6 weeks before the seminar.

Following each seminar, a report will be produced presenting the lessons learnt from the discussions, key findings, recommendations. Where relevant, a factsheet on the relevant policy instrument (e.g. ITI) will be included in the report, presenting the main features and recommendations on how to best use it, etc. The draft of the report will be available 4 weeks latest after the seminar.

The definition of topics to be covered as well as the lists of participants, speakers, etc. will be defined in close collaboration with the URBACT secretariat.

The seminars should take place in different EU locations to facilitate participation of specific stakeholders (e.g. national authorities). The URBACT Secretariat will provide support in identifying locations and securing venues.

The language of all activities (documents, seminars, meetings) will be English.

Deliverables

- An inception report to be presented during the 1st meeting of the steering group, outlining the focus, the expected results, the methodology to reach these results and the calendar of activities (February 2014).
- 3 seminars as described above, with their related material including: agenda, list of participants, input in the form of a discussion paper and report presenting the findings, recommendations, etc. following each seminar (seminars to be held between May and November 2014).
- A final report consolidating the learning from the desk work and seminars, presenting cross-cutting recommendations building on the 3 seminar reports, putting forward recommendations for the URBACT III programme (December 2014).

ARTICLE 6: METHODS OF EXECUTION

6.1 Correspondents

To implement and deliver the services, the Contract Holder shall designate a person to act as the sole contact person and interface of ACSE – URBACT Secretariat.

The person thus designated shall only be replaced in case of force majeure or gross misconduct or failure. The proposed replacement must have a level of expertise (skills and experience) at least equal to the person they are replacing. No replacement shall give rise to a change in the service price. The replacement must be approved in writing by ACSE – URBACT Secretariat.

The technical correspondent of the URBACT Secretariat for this contract shall be Melody HOUK, Project and Capitalisation Manager, while the administrative and financial correspondent shall be Thierry PICQUART, Administration and Coordination Manager. The language of correspondence between the Contract Holder and ACSE – URBACT Secretariat shall be English or French.

7.2 Kick-off meeting

A kick-off meeting shall be organised in Paris (or through any remote communication system) between the Contract Holder of each study and the URBACT Secretariat once the contract has been notified. During this meeting, working procedures shall be set out and the work programme and timetable shall be set definitively.

This work programme shall be drawn up on the basis of the services requested in Article 5 hereof and shall be broken down into services and/or tasks to be performed by the Contract Holder. It shall equally indicate the timetable needed to complete each of the services and/or tasks related thereto.

Each phase of the work programme shall be presented beforehand by the service provider to the URBACT Secretariat and the Advisory group, and be subject to approval in writing by the Secretariat. However, requests for amendments may be made as needed prior to approving the documents. The Contract Holder hereby undertakes to make such amendments within the deadlines set out by the URBACT programme Secretariat.

The approval process shall be conducted by e-mail.

6.3 Monitoring of the studies

The study will be monitored by an advisory group involving the relevant key stakeholders depending on the study: service provider, representatives of the European Commission, representatives of voluntary Member/ Partner States and Managing Authorities, experts, city representatives, URBACT Secretariat.

The advisory group will meet three times during the study period.

ARTICLE 7: DOCUMENTS TO SUBMIT AND VERIFICATION

The documents to be submitted are identified under the term “Deliverables” in article 5. The documents provided by the service provider must be written in English.

The ACSÉ-URBACT Secretariat will validate written forms (e-mail, fax or mail) of the documents listed in article 6 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 8: 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 that can be refunded to the service provider according to the “URBACT travel and accommodation refund conditions”.

ARTICLE 9: INVOICING AND PAYMENT METHODS

9.1: 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 one copy) must be drafted in French or English 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
5, rue Pleyel
93283 Saint-Denis cedex

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

9.2: 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.

9.3: Payment methods

Payment will be made according to the following schedule:

- A 1st payment of 25% is made to the contractor after validation by the URBACT Secretariat of the 1st seminar report.
- A 2nd payment of 25% is made to the contractor after validation by the URBACT Secretariat of the 2nd seminar report.
- A 3rd payment of 25% is made to the contractor after validation by the URBACT Secretariat of the 3rd seminar report.
- The remaining 25% is paid to the contractor on presentation of the invoice after validation of the final report by the URBACT Secretariat.

ARTICLE 10: 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 11: 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 12: 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 13: CONFIDENTIALITY-OWNERSHIP OF RESULTS

13.1 Confidentiality

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

13.2 Ownership of results

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 14: PENALTIES

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.

Penalties for poor execution

In keeping with Article 25 of the General Conditions of the Contract, where upon request from the ACSE-URBACT Secretariat, the quality of a service remains unsatisfactory given that it fails to comply with the services listed in the contractual documents, the Contracting Authority shall reserve the right to review the price depending on the extent of the defects observed, except in any cases of force majeure. Such a decision must be justified and the Contract Holder must be in a position to present their own observations.

Penalty for undeclared work

In accordance with 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 relating to undeclared work.

ARTICLE 15: 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:

15.1 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.

15.2 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 16: 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 17: EXCEPTIONS TO THE GAC

Article 7, "verification of submitted documents", is an exception to chapter VI GAC/GPIS, "establishment that the services have been carried out".

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

ANNEX 1

URBACT II

The URBACT II Programme

The European Commission approved the URBACT II programme on 2 October 2007 (reference of Decision: E/2007/2063 – C(2007)4454) amended by Decision No. C(2011)7733 of 31 October 2011.

The URBACT II (2007 – 2013) programme falls within the European Union's territorial cohesion Objective. The goal of this programme, along the same lines as the URBACT 2000 – 2006 Programme, is to encourage experience sharing between Europe's major cities as well as foster the capitalisation and dissemination of knowledge and experiences in all issues related to sustainable urban development. The main purpose of the URBACT Programme is to improve the efficiency of integrated and sustainable urban development policies in Europe with a view to implementing the Lisbon-Goteborg strategy, supplemented by the Europe 2020 Strategy.

- ✓ Facilitate experience and knowledge sharing between policy makers and professionals in the cities;
- ✓ Ensure wide dissemination of best practices and lessons drawn from exchanges and facilitate transfer of know-how;
- ✓ To achieve the goals of Convergence and Competitiveness, help the elected representatives, professionals and operational programme managers to develop actions.

The knowledge and experience sharing operations are generally conducted through theme-based networks and task forces operating in the form of projects. The reprogramming approved by the European Commission on 31 October 2011 gave room for the organisation of training courses. The Programme pays special attention to the quality of findings from the exchanges and on the wide dissemination of the lessons drawn and best practices shared, particularly the policies developed by the partner cities.

URBACT II consolidates the capitalisation pillar by bringing in knowledge obtained from experiences shared between the URBACT partners and those developed in other similar programmes or networks.

The 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.