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**CONTRACT NO. 2014 URB 06 28**

**STUDY ON THE PRODUCTION AND IMPLEMENTATION OF LOCAL  
ACTION PLANS PRODUCED WITHIN URBACT NETWORKS**

**SPECIFIC CONTRACT CONDITIONS (SCC)**

**PUBLIC BUYER:**

**The National Agency for social cohesion and equality of opportunity (ACSE)**  
National public administrative establishment  
209 - 211 rue de Bercy - 75585 - PARIS Cedex 12

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## **PREAMBLE: CONTEXT OF THE CONTRACT**

### **1- 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](http://www.urbact.eu)

### **2- Studies within the framework of the URBACT II programme**

The programme specifies that the Programme Managing Authority (SG-CIV in France) may propose studies on specific topics and research projects concerning urban policy initiatives and experience. Although the URBACT programme is not essentially intended to finance studies, capitalization activities may require additional ad hoc knowledge on a specific theme, a sub-theme, experimentation, etc." (URBACT Programme manual Fact Sheet C - Studies).

The main objective of studies is to enhance the capitalisation process: "The studies funded by the programme should be designed to strengthen the capitalization process and should be closely related to the themes and results of URBACT II networks. Projects funded within the framework of studies may include research activities and workshops."

In this context and after approval by the Monitoring Committee, the Programme Managing Authority is launching a call for tender for a study that will consist in the production of 10 case studies on successful action plans designed and implemented by URBACT partners as a result of their networking activities (call 1 and call 2).

### 3- Context of the study

Within the framework of the 1<sup>st</sup> and 2<sup>nd</sup> calls launched under URBACT II, 28 thematic networks and 7 working groups have been created and have completed their activities so far, including the production of more than 300 Local Action Plans. A further 15 new networks launched in 2013 are ongoing as well as 6 pilot transfer networks and 3 pilot delivery networks.

As requested by the programme, each URBACT partner produces a local action plan (LAP) as a result of their participation in the programme. A previous study carried out a review of the LAPs produced within the framework of the first call for projects (19 networks and 7 working groups), with light being shed in particular on the format, scope and content of the LAPs as well on their funding and implementation<sup>1</sup>. Considering the scope of this first review (over 200 LAPs), the study did not explore in depth the implementation of the LAPs. The implementation of LAPs produced by URBACT partners is a good indicator of the impact of the programme on local practices and policies. Thus it is expected that this study will undertake detailed case studies of a selection of Local Action Plans (a list is included in Annex 1), from call 1 and call 2 networks, by deploying the detailed case study approach developed within URBACT and outlined in Annexes 2 and 3.

The objective of this new study is to deepen the understanding of:

- the creation of Local Action Plans at partner level, especially in relation with the activities of the URBACT Local Support Group of the selected partners
- the conditions for Local Action Plan implementation (barriers to implementation, incl. financial, factors helping with attracting funding, etc.)
- the first results achieved through the implementation of the URBACT Local Action Plans

The lessons learned from this study will be useful for the future development of the URBACT III programme in the next period (2014-2020).

Many local action plans have been drafted in the national language, to the extent that they were developed by the actors included within local support groups and for use at local level. The URBACT Secretariat has closure reports and summaries or overviews of local action plans in English. The contractor will need to be able to read action plans in national languages and some interviews in these languages will be required. See Annex 1 for list of potential selected city cases and related countries.

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<sup>1</sup> See [http://urbact.eu/fileadmin/general\\_library/LAP\\_Study\\_Implement\\_Nov\\_2013\\_01.pdf](http://urbact.eu/fileadmin/general_library/LAP_Study_Implement_Nov_2013_01.pdf)

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

The purpose of this contract is to conduct an in-depth review of the implementation of 10 Local Action Plans so as to demonstrate the impact of the programme on local policies/ practices and governance. The study will focus more especially on the following dimensions:

- conditions for LAP implementation (including funding)
- impact of the URBACT programme on local urban policies and local governance (more especially development of local partnerships, participatory processes, working across silos, etc.)
- first results achieved through the implementation of the URBACT Local Action Plans

## **ARTICLE 2: DOCUMENTS COMPRISING THE CONTRACT**

The contract comprises the contract documents listed below, in descending order of priority:

- The tender document.
- These Specific Contract Conditions (SCC).
- The General Administrative Terms and Conditions applicable to the public procurement of intellectual services (CCAG-PI), approved by the decree of 16/09/2009, option B,
- The holder's proposal.

Only the originals of these documents, stored in ACSE's archives, are authentic.

## **ARTICLE 3: PROCEDURE AND FORM OF THE CONTRACT - FORM OF NOTIFICATIONS**

### **3.1 Procedure and form of the contract:**

The contract is entered into according to a suitable procedure in accordance with article 28 of the Code of Public Contracts.

It is matter of a single contract at an overall and fixed price.

### **3.2 Form of notifications:**

Notification to the holder of decisions made by, or information from the contracting authority subject to a time limit is made:

- Either directly to the holder, or its duly qualified representative in return for a receipt (hand-delivery).
- Or by post (registered letter with a form for acknowledgement of receipt).
- Or via a dematerialized exchange, electronic transmission (including e-mail, fax, electronic means) or on electronic media. The methods used for transmission must allow for a specific date of receipt to be recorded.
- Or by any other means, by which the date of receipt of the decision or information may be substantiated.

## **ARTICLE 4: DURATION OF THE CONTRACT AND THE PERIOD OF PERFORMANCE**

The total duration of the contract is 12 months from the date of notification to the holder.

The period of performance (delivery of documents and restitution of results) run from the date of notification until the 30<sup>th</sup> June 2015.

However, the holder may request an extension of the period of performance. It must send its request with reasons to the contracting authority in writing indicating the period requested which must come within the framework of the maximum time for the duration of the contract. Acceptance of the extension will be notified in writing.

## **ARTICLE 5: EXPECTED SERVICES**

### **5.1 TASKS**

#### **Task 1: Preparation: Verification of suggested cases and validation of template and case study methodology**

1a) the holder is required to familiarise themselves with the LAPs produced by the ten partner cities in the attached list (annex 1). This will involve preliminary contact with the cities concerned as well as with the Lead Partner and Lead Expert of the network to verify that the Local Action Plans are of sufficient quality to merit study. These cases have been selected on the basis of recommendations from a range of sources. However, it is possible that closer examination will reveal problems (for example lack of implementation on the ground). This first step will include a discussion with the Steering committee in the kick-off meeting to ensure common understanding of the criteria to be used for the selection (LAPs may have different strengths and can be used to illustrate different dimensions of the positive impact of the programme on local policies/ governance).

The holder will prepare a one to two page verification summary of the ten cases proposed based on a standard set of headings (to be prepared by the holder) and including recommendations about whether the case should be included in the study or not (and the reasons why). For the recommended cases, the holder is required to annex, to each summary, a provisional list of interviewees, representing an appropriate 360 degree selection of participants (approx. ten per case study). In the event of cases proving unsuitable, discussions will take place with the Steering committee over possible replacements. The holder is expected to produce also verification summaries including provisional list of interviewees for the replacement cases.

1b) During the kick-off meeting, the steering group and the holder will review the template proposed by the holder in their bid, as well as the methodological approach (based on guidance provided in Annex 2 and URBACT template provided in Annex 3) for possible changes. The agreed changes should be reported in the template and methodological framework that will be included in the inception report.

1c) the holder will review guidance material (guidance notes on LSGs, LAPs and the

URBACT Toolkit) with a view to preparing for the field research and making recommendations in the final report.

These elements will be collated in an inception report to be completed within six weeks of the kick-off meeting. The inception report will be presented and discussed during the inception meeting with the Steering Committee (see article 6 – Governance). The final list of cases, the template and methodology shall be approved by the Steering Committee.

Task 1 shall be completed 6 weeks following the kick-off meeting and provide input for the inception meeting with the Steering Committee.

### **Task 2: Field work and production of the ten case studies to be gathered in the interim report**

2a) The case study template shall be tested with a first case. The field work shall be based on a field visit to the city concerned and face to face interviews with the proposed interviewees. Where for logistic reasons it is not possible to carry out interviews during the field visit a limited number may be carried out by telephone. It is expected that interviews will be conducted in national languages. In case changes to the template are needed as a result of the test, these changes should be discussed with the Steering Committee and validated.

2b) The field work in the remaining 9 cities should be carried out using the case study template validated following the test with the 1<sup>st</sup> city.

In all 10 cities, the field work will allow the service provider to fill in the case study template.

2c) On completion of the field work, and after validation by the Steering committee, the 2<sup>nd</sup> component of the case, the journalistic accounts, should be drafted.

### **Task 3: analytical review and final synthesis report**

The final synthesis report will present a cross-cutting analysis of the ten case studies and include the full case studies in annex in their final form (full layout of all four elements, photographs, etc.).

The cross-cutting analysis of the LAPs in the final report should address the following:

- a) The timeframe: are the LAPs short, medium or long-term action plan, or strategies for the more or less long-term? Over what timeframe did the LAP production and implementation operate (preparation, conception, publication, raising finance, and implementation)? How long has implementation taken? How much time will be needed to complete?
- b) Partnership: what was the nature of the partnerships (e.g. mostly internal to local authority, multi-agency partnership, bottom-up community led partnership)? How was the partnership animated during the implementation of the LAP?
- c) The types of actions: what types of action were implemented?
- d) Integration: Which policy spheres (e.g. social, economic, physical and environmental actions or which sectoral policies) were combined in the

delivery of the LAPs? How did this integration continue through the implementation?

- e) Financial arrangements: How was the implementation of the LAP financed/resourced?
- f) To what extent were the LAPs implemented, what are the barriers to shift from LAP to implementation?
- g) Indicators: how were output and result indicators specified (or their equivalent)? To what extent were these outputs and results achieved in implementation?
- h) Conditions for successful implementation: What does it take to go from having a solid action plan to achieving successful implementation (in terms of quality of the LAP, staff and skills at local level, etc.)
- i) Conclusions and Recommendations for improving the framework defined by the URBACT programme for the setting up of LSGs and the production of Local Action Plans. Suggestions for improving the guidance and toolkits available for LSGs and LAPs. Suggestions for additional capacity building activity to support LSGs in developing LAPs. Suggestions about the challenges faced by local administration (and beyond, local stakeholders involved in local support groups) in implementing the LAPs and for additional capacity building activity to support LAP implementation.

## **5.2 EXPECTED DELIVERABLES**

### **1/ Inception phase**

An inception report shall be produced containing:

- the agreed methodology
- the agreed template for the collection of information on the case studies
- 10 one to two pages verification summaries of the LAPs, each including a short description of the specific challenges (related to the LAP) faced by each city and how the LAP tries to tackle these challenges, and a list of proposed interviewees annexed
- a proposal on whether any of these LAPs should be dropped based on first contact with the lead partner and/or lead expert

### **2/ Field research on 10 city cases**

An interim report shall be produced gathering the 10 case studies in 2 different formats.

Each case study shall be composed of four components:

- a) a four line standfirst
- b) a half page box summary plus map (when relevant), photos and key city facts
- c) a four to six pages journalistic account
- d) a completed template containing all information and data collected during the field research

For the interim report only the template (d) and the journalistic account (c) are required.



### **3/ Analytical synthesis and final report**

Once all case studies have been delivered, the final report shall be produced, including :

- **a cross-cutting analysis of all 10 cases**, along a series of cross-cutting dimensions to be validated by the Steering Committee (provisional list outlined under Article 5, section 5.3. Task 3). Based on any issues arising from the production of the case studies, the structure and composition of the cross-cutting synthesis will be agreed at the penultimate Steering Committee meeting based on a proposal by the holder. This analysis (approximately 30-40 pages) will include an executive summary).
  
- **10 case studies in their full version :**
  - a) a four line standfirst
  - b) a half page box summary plus map (when relevant), photos and key city facts
  - c) a four to six pages journalistic account
  - d) a completed template containing all information and data collected during the field research
  
- **Conclusions and Recommendations**
  - a) for improving the framework defined by the URBACT programme for the setting up of LSGs, the production of Local Action Plans.
  - b) Suggestions for improving the guidance and toolkits available for LSGs and LAPs.
  - c) Suggestions for additional capacity building activity to support LSGs in developing LAPs.
  - d) Suggestions for additional capacity building activity for groups in implementing the LAPs

NOTA BENE - LANGUAGES: All deliverables should be produced in proficient English. In addition, the half page summary shall be translated into the national language of the case study country.

### **5.3 METHODOLOGY**

It is intended that the methodology utilised will be based on the 360 degree approach to URBACT case studies described in Annex 3 which describes the seven steps to doing a quality case study.

The expert team will use a revised version of the standard template contained in Annex 2 and adapted for the purpose of analysing the work of LSGS and the production of LAPs

For each city case, the case study will consist in a series of 4 elements to be completed in this order

- A template covering the main elements of the case presented in a standard form (see Annex 2)
- A journalistic account produced with a narrative line describing how the Lap has been implemented and including approximately six photographs
- A summary of the case on a single page (half a page box, plus summary facts about the city, a map of its location and a photograph of the area of the

- city in which the LAP is concerned.
- A standfirst of four lines for internet searches

## **ARTICLE 6: IMPLEMENTATION PROCEDURES**

### **6.1 Working language**

All activities and outputs are to be delivered in proficient English

### **6.2 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.

### **6.3 Monitoring of the study**

The study will be conducted under the responsibility of the URBACT Secretariat through regular contacts (phone, e-mails) and meetings. A first meeting will take place right after notification. The service provider will benefit from the assistance of the URBACT Secretariat for administrative and logistics tasks, in particular: provision of LAPs submitted by partners, partner contact details, sending emails related to the study, etc.

The study will be monitored by a Steering Committee comprising members of the Secretariat and URBACT experts, as well as representatives of the European Commission and the URBACT Managing Authority.

It will review progress in the implementation of the study, validate key steps and outputs, provide advice to service provider upon request, etc. Normally, it will meet with the contractor four times over the course of the study based on the following timeframe:

- A kick off meeting within a week of award
- An inception meeting after delivery of the inception report about 6 weeks after notification
- A meeting after delivery of the interim report (21-22 weeks after notification)
- A meeting after delivery of the draft final report (28 weeks after notification)

## **TIMETABLE AND MILESTONES**

- Kick of meeting following the notification of the contract
- Task 1 – Inception phase and inception report: completion by end of week 6
- Steering committee meeting 1: near week 7/ 8
- Task 2 – Field research and production of 10 case studies: completion by week 20
- Steering committee meeting 2: near week 21/ 22
- Task 3 - Full version of case studies and cross-cutting synthesis for the production of the final report: completion by week 26
- Steering committee meeting 3: by week 28
- Final versions of all deliverables: submission by week 29

## **ARTICLE 7: DOCUMENTS TO BE PROVIDED AND VERIFICATION**

The documents to be provided are listed in article 5.2 Expected deliverables

The documents listed in the preceding article will be validated by the ACSE-URBACT Secretariat, in written form (e-mail, fax or post), normally within a period of two weeks after they have been received.

Requests for changes will be made as necessary before the final validation of the documents. The holder undertakes to make these changes within the deadlines set by the ACSE-URBACT Secretariat.

Only final validation of the documents by the ACSE-URBACT Secretariat equates to acceptance of the services.

## **ARTICLE 8: PRICE**

The contract is concluded for a fixed price.

The price is firm and final for the entire term of the contract and is shown in the tender document signed by the holder. It should include all the services requested in these specific contract conditions and all fees and charges to be incurred in the execution of the latter, in particular reproduction expenses, and expenses incurred for transport, accommodation and catering, secretarial services and computer processing, etc.

## **ARTICLE 9: INVOICING AND PAYMENT PROCEDURES**

### **9.1: Payment procedures**

Payment is made according to the rules of public accounting after verification of the service and receipt of the invoice by ACSE.

The method of payment is exclusively by bank transfer to the bank or postal account corresponding to the RIB/RIP/IBAN provided by the holder.

The Public Accounting Officer is the ACSE Accounting Officer located at 5 rue Pleyel 93283 Saint-Denis cedex.

Two copies of invoices for payment should be prepared (one original and one copy) with the following mandatory information:

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

Invoices should be sent to:

**URBACT Secretariat  
5, Rue Pleyel  
93283 Saint-Denis Cedex**

Reminder: the currency is the euro and the price will remain unchanged in the event of a change in the exchange rate.

### **9.2: Payment terms**

In accordance with the amended decree of 21 February 2002 concerning the maximum payment terms governing public contracts and article 98 of the Public Contracts Code, the Public Corporation will pay the sums due within a maximum of 30 days after receipt by the ACSE-URBACT Secretariat of the request for payment.

In the event of this contractual time limit being exceeded, the rate of interest applicable to the arrears is equal to the interest rate on the main refinancing facility applied by the ECB to its most recent main refinancing transaction carried out before the first calendar day of the calendar half year in which the default interest began to accrue, increased by 7 points.

### **9.3: Settlement procedures**

Payment will be made in three parts:

- A 1<sup>st</sup> advance payment of 30% after validation by the URBACT ACSE-Secretariat of the inception report
- A 2<sup>nd</sup> advance payment of 40% after validation by the URBACT ACSE-Secretariat of the interim report
- The balance of 30% upon reception of the final invoice after validation by the URBACT ACSE-Secretariat of the final report

The method of payment is exclusively by bank transfer to the bank or postal account corresponding to the IBAN provided by the holder.

## **ARTICLE 10: THE HOLDER'S OBLIGATIONS AND RESPONSIBILITIES**

The holder should designate a manager for the team that is responsible for performing the service on behalf of the ACSE-URBACT Secretariat.

The holder undertakes to replace, in the shortest possible time and without additional cost, any member of the team responsible for the performance of this contract that fails in his/her duties. The proposed replacement must be of at least the same level as the person being replaced and no replacement will lead to a

change in the price of the services.

Any change of manager and team members from those indicated in the proposal by the holder must be approved beforehand by the ACSE-URBACT Secretariat.

## **ARTICLE 11: SUB-CONTRACTING**

The holder may submit one or more sub-contractors to the ACSE-URBACT Secretariat during the performance of the contract. However, the sub-contractor may not begin the performance of the services entrusted to it by the holder without the sub-contractor first being accepted by the contracting authority and its payment terms approved.

## **ARTICLE 12: CHANGES AFFECTING THE STATUS OF THE HOLDER**

During the period of validity of the contract, the holder is obliged to communicate without delay and in writing, to the ACSE -URBACT Secretariat, all changes which have a bearing on the company's status, including changes to the title of the account to which payments are made of the sums due in respect of this contract.

If it fails to comply with this provision, the holder is informed that ACSE cannot be held responsible for delays in the payment of invoices displaying a discrepancy by comparison with the particulars shown in the tender document, due to changes occurring within the company or concerning the company's status and about which ACSE could not have been aware.

## **ARTICLE 13: CONFIDENTIALITY-OWNERSHIP OF THE RESULTS**

### **13.1 Confidentiality:**

The holder undertakes not to divulge any information about which it may become aware during the performance of its service.

### **13.2 Ownership of the results:**

In the framework of this contract, the contractor exclusively waives all his property rights related to the results, partial or not, to the Acse- URBACT Secretariat, 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 Acse- URBACT Secretariat reserves the right to publish the results of services; this publication should mention the contractor and the URBACT financing.

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 Acse- 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 Acse- URBACT Secretariat for information purposes.

The contractor is required to ensure that the title of the contract and the name URBACT appear on all the documents concerning the services of this contract (minutes of meetings, reports, etc.).

## **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 his/her 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: CONDITIONS OF TERMINATION**

The contract may be terminated by the ACSE-URBACT Secretariat in accordance with the provisions of Chapter VII of the CCAG/PI, as well as under the following conditions:

### **15.1 Termination due to misconduct by the holder**

If the ACSE-URBACT Secretariat observes any non-performance or improper performance of the services, it should report the failures by registered post with a form for acknowledgement of receipt and then give the holder official notice to submit its comments and where appropriate to comply with the obligations described in the letter, this within a period of 15 days as from such notification.

At the end of the period of 15 days, if the notice remains unsuccessful (absence of response or services that remain unsatisfactory) the ACSE-URBACT Secretariat may terminate the contract for misconduct on the part of the holder without further notification and without notice by registered letter with a form for acknowledgement of receipt. Termination for misconduct cannot give rise to the payment of compensation for the benefit of the holder.

In addition and in application of article 47 of the Code of Public Contracts, in the event of inaccuracy with regard to the information specified in article 44 and 46, the contracting authority, after prior notice, may decide to terminate the contract due to misconduct on the part of the co-contractor without compensation.

### **15.2 Unilateral termination by the Public Corporation**

The public corporation may terminate the execution of the services that are the subject of the contract at any time before the completion of the latter on the grounds of general interest. The decision to terminate the contract will be notified to the holder by registered letter with a form for acknowledgement of receipt. Compensation for termination is calculated in accordance with Chapter VII of the CCAG/PI.

## **ARTICLE 16: SETTLEMENT OF DISPUTES RELATING TO THE CONTRACT**

Under no circumstances may disputes arising between the ACSE and the holder of the contract be invoked by the holder as a reason to suspend, permanently or for a period of time, the services specified in the contract.

This contract is governed by French law. The French courts alone are competent. All disputes that might arise from the application of this contract should be submitted, failing an amicable agreement, to the Paris administrative tribunal for assessment.

All disputes may be brought before the advisory committee for the amicable settlement of differences or disputes relating to public contracts in accordance with article 127 of the Code of Public Contracts.

## **ARTICLE 17: DEVIATIONS FROM THE CCAG**

Article 7 "documents to be provided and verification" deviates from chapter VI of the CCAG/PI "observation of the performance of services".

Article 14 "penalties" deviates from article 14 of the CCAG/PI.

## **ANNEX 1 – PROPOSED CASES**

<b>URBACT partner city</b>	<b>Country</b>	<b>URBACT Network</b>
Byalistok	Poland	REDIS
Riga	Latvia	My Generation
Regensburg	Germany	HERO
Naples	Italy	CTUR
Suceava	Romania	EVUE
Limoges	France	UNIC
Kobanya	Hungary	REG GOV
Sabadell	Spain	ESIMEC
Sodertalje	Sweden	REG GOV
Glasgow	UK	ROMANET
Kavala	Greece	TOGETHER



## **ANNEX 2 – METHODOLOGICAL GUIDANCE FOR THE PRODUCTION OF CASE STUDIES**

### **General context and requested formats**

This guidance is to be applied in the framework of the “Study on the production and implementation of Local Action Plans produced within URBACT networks” launched by the URBACT Managing Authority. This methodology should lead to the production of 10 case studies, each of which will have to be delivered in 4 different formats.

Each case should be prepared using a standard template as a working tool and which forms an annex to the case when completed. This was inspired by the work on the [EU 50 urban cases](#) on which a number of URBACT experts collaborated. However, the approach has been slimmed down and the cases are shorter.

There are four basic components to each case in the following order:

- ***the analytical template*** (Annex 3) should be written up during the field research and study visit. Some parts can be completed in advance from desk research. This template covers the main issues around governance and partnership, a description of the project, funding and results as well as lessons learnt. The analytical template is the archive of the case with the most complete and accurate information aggregated by the author. It can be seen as a technical annex to the journalistic account.
- ***the journalistic account*** brings together the direct experience of the visit and the essence of the case in an easily readable narrative story (3-4 pages including photographs). Based on the analytical template, the journalistic account is used as the basis for a written description of the project in an easily accessible journalistic style which can take a variety of entry points. Photographs should be used to illustrate the journalistic account.
- ***an executive summary of the case*** (half page)
- a ***stand first*** in bold (4 lines) which is also the part that appears in an internet search.

The four formats are meant to invite the reader to access the case according to different degrees of information. Other versions can also be developed for specific audiences. Video and written material can also be linked.

Preparing a case study requires a good understanding of the activities of the network in the framework of which the partner city has developed the Local Action Plan, the local context as well as a sound grasp of the method to be used to gather and analyse the information acquired from desk research, such as project publications, network minisite (all URBACT networks have a dedicated minisite in the URBACT website [www.urbact.eu](http://www.urbact.eu)) and interviews. The project analysis method presented in this guidance consists of seven main phases:

- **Familiarisation phase:** getting to know the case study approach used in this study – understanding the template that will be used;
- **Preparatory and verification phase:** desk research and check that this is really a good case study with clear outputs and results that can be attributed to the participation of the city in the URBACT network;
- **Planning phase:** organising the field visit making initial contact and deciding on interviewees;

- **Fieldwork phase:** study visit and stakeholder interviews; photographs
- **Analytical phase:** organising and analysing collected information in the template;
- **Writing phase:** Writing the journalistic account;
- **Reviewing the case** and getting sign-off for quotes and photos.

## Step 1 - Familiarisation phase

The starting point of conducting a case study is to become familiar with the URBACT case study method, most notably with the analytical template and examples of case study reports.

- Look at some of the cases on the existing 50 urban case studies site [[http://ec.europa.eu/regional\\_policy/activity/urban/goodpracticemap\\_en.cfm](http://ec.europa.eu/regional_policy/activity/urban/goodpracticemap_en.cfm)]. However, note that the URBACT case studies should be shorter.
- Look at Annex 3 which contains the case study analytical template which is similar (though more detailed)

## Step 2 - Preparatory and verification phase: desk research

– Start by collecting any written material on the project to be studied. This includes: project descriptions, PowerPoint presentations, progress reports, project websites and evaluations (check that the project has been funded by either ERDF or ESF). From desk material the expert can begin drafting some of the descriptive parts of the analytical template. This approach helps to identify missing information and to scope the fieldwork. It also helps not to waste time by avoiding the need to ask descriptive questions during face-to-face interviews and focusing on the aspects of project implementation which have not been **described before in standard presentations. The basic knowledge of the project displayed by the expert also shows to interviewees your understanding of the context and moves interviews to a higher level. It shows which basic information is missing after the preparatory phase, and must be retrieved from the project manager during the interview or by email prior to the fieldwork.**

–Check that the project will make a coherent case study that is useful for an external audience.

–Check that the project - Local Action Plan (partially) implemented or being implemented - has clear results that make it as good as or better than equivalent projects in the same class.

## Step 3 - Planning phase: organising the field visit and making contact

Make contact with the project manager or other contact persons of the project. Explain the purpose of the case study. It can be useful to include a tentative plan of the field visit (including the list of people to be interviewed).

The idea of an URBACT case study is to get a 360 degree understanding of the case. It is important to interview a range of stakeholders as well as the intended beneficiaries of the project (e.g. residents, businesses, target groups). The first email exchange should be followed by a phone call. This first conversation is important as it allows a more in-depth introduction to the case study, featuring some key interview topics, and verifying the common understanding of key terms. It should be also used to move forward with

organisation of the fieldwork, notably in regard to compiling a list of stakeholders to be interviewed. The following is a simple break down of potential interviewees:

- The project manager and the project team and any subcontractors
- Funders , policy makers and politicians
- External peer partners and experts
- Internal project partners
- Users, residents, businesses, citizens, beneficiaries...

Do not send the analytical template to the project manager or to other respondents before carrying out interviews. The number of questions may put off potential interviewees. Note that no individual respondent is expected to answer all the questions in the template. It is the expert's job to complete the template based on the responses of all interviewees.

It is not always possible to interview all the key stakeholders during a field visit, some follow up telephone interviews may be needed.

The expert should make sure that all the interviewees know the reasons for undertaking the case study. It should be made very clear that the case study is meant to yield some lessons relevant to the other cities. The intention is to publish all case studies online on the URBACT website. An URBACT letter of Bona-fides is included at the end of this guidance and can be sent to potential interviewees and especially to the project manager.

Experts will usually find that project managers are very helpful and can arrange interviews with key people. However, they may be selective in their choice of people with 'good' stories to tell; and the expert should not hesitate to ask to talk with other people identified during the course of the visit.

#### **Step 4 - Field work phase: study visit and interviews and using the analytical template**

The structure of face-to-face interviews should be based primarily on the analytical template, which is the main methodological frame of the case study (see Annex 2). We suggest that the field expert prepare a rough list of questions in advance of each interview. Do not attempt to try to cover the whole template with each respondent. Focus on the parts of the template that they are most likely to know about.

The focus should be firstly on assembling factual evidence on the project. Stakeholders' opinions and anecdotal evidence can be used to further enrich and illustrate the case studies.

For practical reasons, the number and nature of questions need to be adapted to the time available for the interview.

Make sure that you interview enough end-users or beneficiaries of the project. Sometimes it will be convenient to interview people in small groups and this can be useful as a conversation can be more fruitful. However, it can be harder to keep track of responses as the expert will have to animate the discussion. In these situations it is wise to use some type of voice recorder. Disagreement in group meetings is more likely as people react to what others say.

The interviews should be based on open-questions and follow a semi-structured format. The interview should be conducted in an informal way to encourage more open expression. Be conversational and engaging. Keep in mind, however, that your role is above all to listen.

The expert should record responses in note form during the interviews. Note down *verbatim*

any quotes that might help to add colour to the journalistic account.

Some experts use voice recording machines but always ask permission before switching it on. In general the length of time needed to replay and transcribe interviews makes notes a preferable option.

It is recommended that the expert visits the project team (if still in existence) at the start of the field visit. Usually it is best to do this before interviewing other people. On-site visits add additional information. Take your own photographs to complement those that are available from the project.

Consult the project manager on who should be a contact person to be referred to in the online version of the case. Make sure to get approval for using this person's contact details in the project description. Remember to compile contact details of all interviewees for future communication (these will not be published).

If time is short during the field visit, some phone interviews can be made after the study visit.

## **Step 5 - Analytical phase: organising and analysing collected information in the template**

Write up the report in the analytical template as soon as possible after the visit.

Write the findings material into the right hand boxes of the template deleting any pre-existing italicised instructions. By the end, all of the text in the right hand boxes should have been written by the expert. There should be none of the previous text in italics.

Try to provide evidence to back up comments about the project, especially if the comments are negative.

It is always useful to keep track of who said what. A single box may include verbatim/quotes from different stakeholders with different/ divergent perspectives on the same issue. It is important to keep, in a version of the template that can be for internal use if needed, the source of the various statements, especially where there are divergent views, or even to underline a statement when it has been issued by stakeholders who may be considered, from an outsider's point of view, as antagonist or potentially conflicting, etc.

The case study should not be a project promotion. It is important to produce a balanced and critical account. Bring out differences between respondents and use any evidence (e.g. from evaluations or other project material) to justify arguments and criticisms. Readers always want to find out what obstacles were encountered and how these were overcome. These are valuable learning for other project partners and could help them to avoid the same pitfalls.

Remember that following the field work the expert will probably have a more evolved and complete view than many of the respondents.

The writing style should be aimed at an audience of practitioners and policy makers. Avoid any jargon words and acronyms. Keep sentences short.

If you feel that the case would be enhanced by using an acronym, make sure you introduce it. When introducing acronyms use the full name first time and put the acronym in brackets after.

Avoid technical terms and jargon. If these are necessary for a better understanding of the case study define your terms. Avoid using different concepts as synonyms (e.g. monitoring and evaluation, programme and project, outputs and results).

The complete analytical template should contain both descriptive and analytical elements, as well as quotes or any kind of evidence to back up statements.

## **Step 6 - Writing up phase: Journalistic account, Executive summary and Stand first**

The writing phase comes after completing the analytical template which has been prepared to collect all available data from desk research (websites, papers, publication, reports etc.) and the results of the interviews conducted.

This phase concerns the production of

- the journalistic account, which is a narrative illustrated with pictures description of the case study expected to be between 3 and 4 pages
- the Executive summary, that is a half-page synthesis of the practice analysed.
- the Stand first, a short description of 4 lines for google search engine;

### ***The journalistic account:***

The account is a stand-alone text (3-4 pages) written in an easy journalistic style for a lay audience. It is a narrative and engaging description of the whole project. It is prepared after the template has been completed. The author is invited to make use of quotations from interviews to show the plurality of voices. Particular attention should be paid in highlighting the points of views of end users of the project or practice. The text can be arranged into shorter sections divided by headings and sub-headings.

The journalistic account should not be standardized as each one needs to tell its own story in its own way. We suggest to find the most interesting and innovative point specific to the case and build the story line around this (e.g. the innovative elements in implementation, partnership building, etc.).

Without neglecting the main task, the description should adequately cover aspects of the sustainable integrated approach (e.g. jobs, energy-efficient construction, inclusion, governance, and empowerment).

The details can be stored in the analytical template which acts as reference for the specialised reader.

Some basic points should be taken into consideration in building the storyline which are the essential content of the case such as:

- In a few words why this case can be considered a successful case (in the sense that it has made it to implementation (even if partly) and possibly yielded first concrete results on the ground
- Where – the geographic location,
- What – the objectives, the types of activities, and the achievements
- Which - types of Objective area, what budget
- Who - description of stakeholders
- When - time frame for the actions

The storyline should engage the reader by illustrating more comprehensive information.

As a general rule, justify critical remarks with evidence. Note, however, that in some cases the project manager may question critical comments on the project. The attitude to criticism is influenced by many factors such as the political importance of the project in the city, general openness to critical analysis in the regional and national culture, etc.

One of the constructive ways of expressing criticism is to describe how problems were overcome rather than just 'problems encountered'. This approach shifts the balance towards successful solutions, and at the same time preserves the description of actual problems encountered. Such an approach has proved effective in encouraging project stakeholders to share the stories of difficulties and problems.

***The executive summary:***

The executive summary is a short half page synthesis of the journalistic account. This should include the following types of information:

- The topic of the practice itself and scope
- The time frame and budget (in euros)
- The partners, briefly outlining how the beneficiaries have benefited from the various initiatives
- The results and the strategies to achieve them
- The conclusions avoiding the generalized success factors

***The stand first is meant to be similar to the kind of information one may access in web search.***

## **Step 7-Review of the case**

The final draft, including all 4 components, should be sent for comments to the main project contact person in the case study city. This is a final feedback, which may be followed by a final telephone call to clarify any outstanding issues or fill information gaps in the final text of the study.

Cases should be reviewed before publication.

- Take out any confidential comments
- Take out the list of interviewees except for the agreed contact person
- Check that any attributed quotes are okay with the people to whom they are attributed.
- Check that photo credits are properly assigned.
- Do a final spell check, and check any proper names making sure that accents are correctly and consistently applied.

## Appendix - letter of bona fides

URBACT letterhead

Dear XX

We are writing to you to confirm that your city has been chosen by URBACT as a good practice for its work on the xxxx project.

In the framework of our URBACT workstream on xxxx for 2014-2015, we would like to make a case study out of your project to back up knowledge and policy recommendations on the specific topic and promote it as a good practice to other European cities. The case study will be widely disseminated in English through our URBACT website, social media and publications.

Our expert xxxx will be in contact with you directly to do the field work necessary to carry out the case. To do so, we will use a 360 degree methodology which will involve interviewing the project team, funders and policy makers, users of the project and other stakeholders. Any quotes from individuals will be signed off with them prior to publication on our website. At the end of the process, we will send the completed case study to you at the city council to check for factual errors. Opinions expressed will be clearly signaled as being those of the authors.

We look forward to cooperating with you and your team in the production of this case study.

Yours sincerely,

Emmanuel Moulin  
Head of the URBACT II Secretariat

## **ANNEX 3 - ANALYTICAL TEMPLATE FOR THE DETAILED DESCRIPTION OF THE CITY CASE**

### **NOTE BENE: THIS TEMPLATE SHALL BE ADAPTED TO FIT PURPOSE OF THE STUDY**

Maximum Length 8 pages to be completed by the expert.

Delete all italics as you work through the template

<b>BACKGROUND INFORMATION</b>	<i>few lines</i>
<b>Name of city</b>	<i>Give official title</i>
<b>Region and country</b>	<i>Region and country</i>
<b>Geographic size</b>	<i>Specify the population and size of the target areas, and the population of the municipality and functional urban area<sup>2</sup>.</i>
<b>1. PRACTICE DESCRIPTION</b>	<b><i>1,5 pages</i></b>
<b>Practice title</b>	<i>Give title for the practice proposed</i>
<b>One-liner description of the practice</b>	<i>Describe the practice in a nutshell</i>
<b>Main reason for Highlighting this case</b>	<i>Why is this case a good practice in relation to the Europe 2020 theme? Why was it chosen for this specific workstream</i>
<b>Overall objective</b>	<i>What are/were the overall objectives behind the development and implementation of the practice? What were the expected results? Describe them briefly using all relevant documents, etc.</i>
<b>Description of activities</b>	<i>Write a short description of the activities related to the practice. Briefly explain the logic of the approach, i.e. how different activities are linked with each other and in what way they lead to achieving the objectives.</i>
<b>Integrated approach</b>	<i>How are the project's actions taking concretely into account social, economic and environmental characteristics of the urban area or city?</i>
<b>Target audience</b>	<i>This is potential beneficiaries, recipient persons or organisations affected by the intervention whether directly or indirectly. (e.g. citizens target groups, SMEs, local community based organisations)</i>
<b>Mainstreaming of gender equality and non-discrimination</b>	<i>Have these issues been taken into account in the design, planning and implementation of the practice? For example in the composition of steering groups and in consultations</i>
<b>Timeframe of the practice implemented</b>	<i>Provide date when implementation of the practice started in and end date if relevant – date (month/year) and duration in months</i>
<b>2. POLITICAL AND STRATEGIC CONTEXT</b>	<b><i>1 page</i></b>
<b>2.1 National, regional and city framework</b>	<i>Provide a description of the key elements, of the city, regional and national context relevant for the project (The</i>

2



	<p><i>idea is to give a reader key background information and evidence for understanding the motivation behind the project/ practice).</i></p> <p><i>Indicate if the project refers or belongs to the wider regional or national economic development strategy or policy.</i></p>
<b>2.2 The planning context</b>	<i>Provide details of local and regional plans to which the project relates</i>
<b>3. DESIGN &amp; IMPLEMENTATION</b>	<i>2 pages</i>
<b>3.1 PRACTICE DESIGN AND PLANNING</b>	<i>Where and from whom did the idea of the practice or approach come from?</i>
	<i>Was the project based on specific needs assessment and analysis related to above context and evidence?</i>
	<i>Had a similar project been run in a previous period? (e.g. as a pilot, community initiative programme or as a predecessor project) If so, what is the added value of the describing project?</i>
	<i>Who was/ is on the project steering group? Who does/ did provide leadership? How often did/ does the group meet? How well does/ did the group function?</i>
<b>3.2 MANAGEMENT</b>	<i>How was/ is the management structure organised and how were/ are the tasks distributed in the project team?</i>
	<i>Was/ is the management structure able to adapt in case of unexpected obstacles and what was/ is done to solve the problems? How many people/months were/ are used for the management and delivery of this project? (e.g. 3 people employed for 18 months)</i>
<b>3.3 MONITORING AND EVALUATION SYSTEM</b>	<i>How was/ is monitoring organised? (monitoring is the regular collection of outputs produced by the project - be careful to make a clear distinction between monitoring of outputs delivery and evaluation of achieved results) What were/ are the output indicators used for monitoring?</i>
	<i>Were the results clearly specified? (the result is the changed situation in the future that the projects seeks to achieve) Were targets quantified? If yes, what were/ are these targets?</i>
	<p><i>What has been/ is the evaluation approach?</i></p> <ul style="list-style-type: none"> <li>• <i>Independent summative evaluation by external expert</i></li> <li>• <i>Ongoing learning evaluation by external expert</i></li> <li>• <i>Self or auto evaluation</i></li> </ul> <p><i>Expand on involvement of stakeholders? What research techniques were/ are used (e.g. randomised control group, survey of beneficiaries) Has it been published? Give reference</i></p>
<b>3.4 GOVERNANCE: PARTNERSHIP, PARTICIPATION, MOBILISATION AND EMPOWERMENT</b>	<i>What is or was the governance mechanism for this practice?</i>
	<i>What is/ was the composition of the partnership involved in the development and implementation of the practice? (it will be useful to provide a diagram of the partnerships and the relations between the stakeholders)</i>
	<i>What are/ were the roles of partners (funder, end-user or recipient, inspirational/creative contribution etc. other</i>

	<p>departments and organisations)? What is/ was the interest for each partner to participate? (consider using a short stakeholder analysis table )</p> <p>How are/ were residents, tenants, service users, businesses involved in the project? Are/ were any innovative participative methods used to involve people?</p> <p>What is/ was the role of the city (and related regional authority)? Expand on the political support and possible evolutions throughout duration of the project?</p> <p>Was/is there any actions for mobilising end-users during or at the end of the project? (Info/promotional campaigns, launch events, etc.).</p>
<b>4. INNOVATIVE ELEMENTS AND NOVEL APPROACHES</b>	1 page
	<p>What is the key innovation in this practice?</p> <p>Which organisation was the initiator of new approaches and who drove them from within this organisation?</p> <p>Did the project design, planning and management include practices different from common practice? If yes, please describe new approaches.</p> <p>What efforts have been made to scale up, and spread the practice (e.g. mainstreaming, wider application, transfer to other cities, communicating the results to the policy making process)? If yes, please describe what was done? (e.g. international meeting, publications, hosting visitors).</p> <p>Were there innovative aspects to the partnership working (e.g. first time such a multi stakeholder group had operated in region or country, new ways of working, use of specific groups for particular stakeholders such as business, residents, and youth), move towards co-production as a methodology</p>
<b>5. FUNDING</b>	1 page
<b>5.1.Funding</b>	<p>Total budget including ERDF/ESF contribution, national budget, regional budget, private contribution etc. How was this profiled across the years that the project ran? For revenue projects, what was the annual average expenditure? Were there problems in obtaining cofinancing? (temporal, spatial, thematic)</p> <p>If funding came from EU what procedures were required to obtain funding? How long did this take? Would the project have gone ahead if it were not for EU support?</p> <p>Is the project funded by more than one EU fund, e.g. ERDF and European Social Fund? And if so describe how the funding was organised.</p> <p>How much private sector leverage was generated by public funding? (Leverage does not form part of the project budget)</p>
<b>5.2.Operational Programme</b>	In the case of EU funding, include the name and identification number of the financing Operational programme(s) (please use the term programme carefully to refer to EU and national funding programmes and not to projects or operations).
<b>5.3.Managing Authority (MA – if</b>	In the case of EU funding what is the name of the MA? Briefly describe on which administrative tier it operates –

<b>relevant)</b>	<i>national, regional, city regional and whether it is based in a specific ministry</i>
<b>5.4.Cohesion Policy Objective (if relevant)</b>	<i>(i) Convergence (ii) Competitiveness (iii) Territorial cooperation</i>
<b>5.5.Link to EU 2020</b>	<i>Select the theme of reference among Europe 2020 smart growth; Europe 2020 sustainable growth; Europe 2020 inclusive growth;</i>
<b>6. PROJECT ASSESSMENT</b>	<i>1 page</i>
<b>6.1. FINANCIAL SUSTAINABILITY</b>	<i>Has the project continued or will it continue after EU or public funding is discontinued? Did the project partners define an 'exit-strategy' from an early stage? If so, explain how e.g. funding, structure, legal status, activities, partnership etc.</i>
<b>6.2 ISSUES AND PROBLEMS</b>	<i>Describe the main issues, conflicts and barriers encountered in the design and implementation of the practice under different perspectives, focussing on explaining how these have been solved (or not) and which strategies and problem solving strategies have been deployed.</i>
<b>6.3 PROJECT OUTPUTS &amp; RESULTS</b>	<i>Why are outputs and results from this project impressive?</i>
<b>7. SUCCESS FACTORS, LESSONS LEARNED, AND CONDITIONS</b>	<i>1 page</i>
<b>7.1. SUCCESS FACTORS</b>	<i>List up to 5 success factors including a short justification in relation to the real project developments, discuss factors understood to be of key importance for the project during its final stages or after its completion. Discuss in a way that enables the reader to see how these might apply to their situation. Avoid generalized sentences (e.g. partnership building has been a success factor) but explain why a certain aspect has been a success of the practice described (e.g. why and what has been successful in partnership building).</i>
<b>7.2. LESSONS LEARNT</b>	<i>Provide up to five 5 lessons for other cities</i>
<b>7.3. TRANSFER</b>	<i>a) Was the practice inspired by another city and transferred to this specific context? If so, how was it adapted or transferred? b) Has the project already been transferred to another city (as a whole or parts of it)?</i>
<b>7.4. TRANSFER CONDITIONS (TRANSFERABILITY)</b>	<i>What are the key conditions that would need to be present in other cities for transferring this practice to their city? (e.g. in terms of finance, partnership, method, monitoring and evaluation, financial sustainability )</i>
<b>8. FURTHER INFORMATION</b>	<i>Half page</i>
<b>Bibliography</b>	<i>Write bibliography, references and links (use Harvard referencing)</i>
<b>Contact</b>	<i>Name and email of person in organisation knowledgeable about the practice and who has agreed to be a contact point for further information Address, Telephone Number E-mail address Website of organisation,</i>

	<i>Provide a website address dedicated to the project.</i>
<b>Name and contact of expert who did the "case study"</b>	

<b>ANNEX 1. CONFIDENTIAL</b>	<i>Half page</i>
<b>Contact Names and organisations of interviewees</b>	