



**CONTRACT No. 2015 URB 02 30**

**ASSESSMENT OF EXPERT APPLICATIONS  
FOR THE URBACT EUROPEAN PROGRAMME  
SCHEDULE OF SPECIFIC CLAUSES  
C.C.P.**

**Public purchaser:**  
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## BACKGROUND

### 1. General Context

URBACT enables European CITIES to work together to develop effective and sustainable responses to major urban challenges. The programme reaffirms the key role cities play in facing increasingly complex societal changes by encouraging cooperation through transnational exchange networks.

Building on the experience of URBACT II and taking into account the context of the EU cohesion policy for 2014-2020, the URBACT III Programme<sup>1</sup> will continue supporting cities in the design of integrated strategies and action plans. It will also work with cities on the transfer and adaptation of good practices for sustainable urban development as well as on the implementation of integrated urban strategies. More especially in 2014-2020, URBACT will support European cities through 3 different types of transnational networks:

- **Action Planning Networks**, to improve the capacities of cities to design integrated strategies for sustainable urban development.
- **Implementation Networks**, to improve the capacities of cities to implement integrated strategies/ action plan for sustainable urban development
- **Transfer Networks**, to improve the capacities of cities to implement integrated urban strategies/ action plan by adapting and re-using, at local level, good practices identified in the field of integrated sustainable urban development

The main **beneficiaries** of the transnational exchange activities are cities (main beneficiaries) from the 28 EU Member States, plus Norway & Switzerland. In addition, other beneficiaries may include local agencies, provincial, regional and national authorities; universities and research centers. All beneficiaries are public or public equivalent bodies.

Cities funded through the programme work together in networks, each of which has a Lead partner city. In all 3 types of networks, beneficiaries exchange and share experiences, problems and possible solutions, generating new ideas to address local challenges related to the design and the implementation of integrated strategies for sustainable urban development. Exchange and learning activities at transnational level provide partners with practical knowledge, experience from peers and experts that will feed into the local design and/or implementation of integrated strategies/plans for sustainable urban development.

Alongside transnational exchange activities, URBACT III puts a strong emphasis on capitalization activities, defined as *the production of new knowledge, building on existing experience and knowledge coming not only from the URBACT partners but also from similar or complementary European projects/ programmes*. Linked to the capitalisation process is the dissemination of this knowledge to foster mainstreaming of good practices and policy recommendations among practitioners and policy-makers in Europe and beyond. Capitalisation and dissemination activities are implemented at Programme level through the contribution of dedicated experts (URBACT Experts at Programme level).

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<sup>1</sup> URBACT III Operational Programme [www.urbact.eu](http://www.urbact.eu)

## 2. Expertise in URBACT Networks

The URBACT Programme provides each approved network with a specific financial envelope for the appointment of URBACT experts. The expert role is to support beneficiaries in designing and implementing transnational learning activities, to foster the local level uptake of the learning developed in transnational activities, and more generally to help deliver expected results,.

The allocation for each network is 127.500€ to cover the costs of expertise over the lifetime of the project<sup>2</sup>. As the daily expertise fee for URBACT experts is set at 750€ all taxes included, this budget corresponds to an envelope of 170 days of expertise to be made available to the whole partnership. This budget available for expertise is additional to the network budget.

In order to improve the efficiency of the support provided by experts to URBACT networks, expertise will be made available to approved networks as follows:

- A Lead Expert will assist the partnership over the entire duration of the network with both methods and tools for exchange and learning activities and thematic expertise.
- Ad hoc experts may also be recruited to provide support on specific needs identified by the network concerning the methodology for exchange and learning, thematic expertise or local support to partners

For each programme period, URBACT creates and manages a pool of validated experts. Lead Partners of approved networks, in coordination with all partners, have the responsibility to select and appoint suitable experts (Lead Experts and ad-hoc experts) from this expert pool.

### 2.1 Fields of expertise and main tasks for URBACT experts at network level

Network experts provide services in 3 main fields of expertise:

1. Expertise for the design and delivery of transnational exchange and learning activities
2. Thematic Expertise on content related to the urban policy challenges addressed by URBACT partners involved in networking activities (e.g. Integrated transport, Employment, Housing)
3. Expertise to support local authorities and other stakeholders in designing and delivering integrated and participative policies

The following table presents the (non-exhaustive) list of main tasks to be performed under each field of expertise:

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<sup>2</sup> In order to improve the quality of networks approved for funding, the URBACT Programme foresees a two-phase process for Action Planning Networks. The process includes a first phase of 6 months for approved networks to define the final partnership and develop a complete project proposal. Following a second assessment based on the final project proposal, approved networks have 24 months to implement the exchange activities at transnational and local level.

<b>Expertise</b>	<b>Objective</b>	<b>Tasks</b>
Expertise for the design and delivery of transnational exchange and learning activities	to ensure high level of sharing, mutual learning and transfer of knowledge	<ul style="list-style-type: none"> <li>• Defining the overall methodological framework for transnational exchange and learning activities in line with the network's thematic focus</li> <li>• Preparing and delivering transnational networking activities (incl. seminars, peer reviews, labs, study visits, etc.)</li> <li>• Coaching and support to all partners for the preparation of transnational activities</li> <li>• Coordinating the production of relevant inputs to the transnational activities and of capitalization outputs capturing learning and results from these activities</li> <li>• Recruiting, briefing and overseeing additional ad hoc thematic and/ or local expertise</li> </ul>
Thematic Expertise	to feed the learning process with relevant content related to the policy challenge addressed by partners, capture learning from the transnational activities and facilitate the uptake of knowledge generated by the network in local policies	<ul style="list-style-type: none"> <li>• Providing thematic inputs in line with the network thematic focus</li> <li>• Drawing together research and policy to extract conclusions and make recommendations (including "state of the art" documents on specific urban challenges and policies)</li> <li>• Summarising, adapting and customizing current knowledge, practice, research for the city partners in the network, relevant for the level of development and understanding.</li> <li>• Producing thematic outputs that capture learning taking place in transnational activities, and facilitate the dissemination of lessons learnt, results,</li> </ul>

		<p>recommendations, etc. from the network to the outside world</p> <ul style="list-style-type: none"> <li>• Co-creating communications materials and outputs for a wider dissemination</li> <li>• Ensuring links with other relevant URBACT networks and relevant non-URBACT projects/ programmes, etc.</li> </ul>
Expertise support to local authorities and other stakeholders in designing and delivering integrated and participatory policies	to support partners in producing outputs expected at local level (design & implementation of integrated action plans/ strategies, transfer of good practices) through integrated and participatory approaches	<ul style="list-style-type: none"> <li>• Supporting partners in identifying and involving local key stakeholders</li> <li>• Supporting partners in adapting and embedding knowledge generated at transnational level into their local policies and practices</li> <li>• Supporting partners in making use of tools and methods for participatory design and implementation of integrated urban projects and policies</li> <li>• supporting partners in the drafting of the local action plans</li> </ul>

## 2.2 Profile(s) for URBACT experts at network level

A set of common skills are requested to all URBACT experts:

- Understanding of integrated and sustainable urban development
- Understanding of EU policy frameworks and Cohesion Policy
- Understanding of exchange and learning processes at transnational level  
Proficiency in English (oral and written)
- Proficiency in web 2.0 communications and social media

In addition, under each field of expertise listed above, applicants are expected to have the following skills:

### a) Expertise in the design and delivery of transnational exchange and learning activities

- Strong knowledge and practice of tools and methods applied to exchange and learning processes in transnational cooperation contexts (e.g. peer reviews, design/implementation labs, interactive learning environments, etc.)
  - Ability to design, organize and deliver activities aimed at facilitating peer learning and effective working relationships not only through physical

- meetings/ seminars but also at a distance, in between meetings (using webinars, social media, online surveys, etc.)
- Ability to adapt methods and tools to various levels of understanding/ knowledge/ experience that can be found in transnational partnerships
- Ability to facilitate transnational meetings to create lively exchange and focused discussion
- Sensitivity to partnership dynamics and cultural differences
  - Ability to work out the common interests of all partners
  - Ability to engage and mobilize stakeholders to use learning tools to reflect and inform planning and reports
  - Strong capacities in leadership, mediation, conflict management
- Ability to present, share and capture knowledge in an engaging way
  - Ability to communicate complex concepts to non-English speakers
  - Ability to draw out, support the verbalization and documentation of knowledge and practice from city partners, to enable comparisons, exchange of experiences, peer review among partners, etc.
  - Ability to capture learning for participants to take away
  - Ability to produce clear and concise reports that incorporate good practice and policy messages identified by partners in the framework of the exchange and learning activities

**b) Thematic expertise:**

- Deep knowledge on specific themes and urban policy challenges related to urban integrated sustainable development, including up to date research and innovation to enrich the learning process of partners (a predefined set of themes and urban policy challenges will be presented in the Call for Applicants for URBACT Experts linked to the 11 Thematic Objectives for EU Cohesion Policy 2014-2020)
- Ability to produce clear thematic inputs in line with the thematic focus of the network to feed into the learning process of partners
- Ability to produce clear and concise reports that incorporate learning from exchange and learning activities, document the status and practices of city partners, put forward good practice and policy messages targeting city practitioners and urban policy-makers (for network partners as well as for an external audience)
- Understanding of how to maximize the use of project results for strategic benefits in capitalization, policy design, awareness raising, etc.
- Experience of presenting knowledge in creative ways, eg in meetings and outputs, use of film, visual narratives, different styles of reporting in print and digital.

**c) Expertise support to local authorities and other stakeholders in designing and delivering integrated and participatory policies:**

- Knowledge on participatory methods and tools for co-production and implementation of local policies (including proactive outreach to different stakeholders, conflict resolution, mediation of interests, community dialogue, etc.)
- Knowledge on tools and methods for monitoring and evaluation of integrated strategies/plan for sustainable urban development
- Understanding of the main policy and funding schemes for sustainable urban development at EU and national level
- Ability to understand specific local situations and adapt tools and content to different local realities so as to ensure consistency in the delivery of expected outputs by the different partners involved in an URBACT network

## **2.3 Constitution of the Pool of URBACT Experts**

The URBACT Programme will publish a Call for Applicants for the constitution of the pool of URBACT Experts at network level.

The Call will be open over the entire duration of the URBACT III Programme (2015-2020)

Individuals willing to be included in the list of validated URBACT experts will submit an application form and a CV demonstrating relevant experience for each field of expertise.

As defined in the URBACT III Programme Manual, an external service provider will support the Secretariat with the assessment of all applications received in the framework of the Call for Applicants.

Applicants shall indicate whether they apply for the position of Lead Expert or Ad-Hoc expert or both.

To be included in the pool of validated URBACT experts:

- All candidates shall be validated on the common generic skills
- Candidates to the position of Lead Expert shall be validated on at least 2 fields of expertise: Design and delivery of transnational exchange and learning activities AND thematic expertise
- Candidate to the position of Ad-Hoc experts shall be validated on at least 1 of the 3 fields of expertise

The pool of validated experts should be made available to the URBACT beneficiaries in the form of a database on the URBACT website. The database will contain an individual fiche for each validated URBACT Expert (including information on fields of expertise, experience, etc. The database is the main tool for Lead Partners of approved networks to search for and select suitable URBACT Experts (Lead Experts and Ad-Hoc Experts).

## **3. Expertise at Programme level**

**Two additional types of expertise will be required at programme level:**

The URBACT Programme will establish an External Assessment Panel (EAP) in charge of the assessment of network proposals received in the framework of the Calls for Proposals for the creation of URBACT networks. The EAP shall be charged with studying the proposals for networks, checking that they fit the spirit and objectives of the programme and call for proposals. On the basis of the assessment criteria listed in the call for proposals, the EAP will rank projects and submit proposals for acceptance, rejection or modification of networks proposals to the Monitoring Committee. The EAP will consist of 7 independent experts selected through a specific Call for Applicants.

Moreover in addition to the URBACT experts at network level, in order to reinforce the capitalization and dissemination activities, the Secretariat will recruit URBACT Experts at Programme level through a specific call for tenders. Selected experts will contribute to the design and implementation of the main capitalization, dissemination and capacity-building activities planned over the programming period 2014/2020. These include drawing lessons from networks' exchange and learning activities, producing high quality thematic outputs (through the online thematic channels) as well as designing and delivering capitalization,



dissemination and capacity building events (e.g. URBACT annual conferences, URBACT Summer Universities, etc.).

For both profiles of URBACT Experts at Programme level (External Assessment Panel and Capitalisation and Capacity Building Experts) specific Call for Applicants will be published, in particular on the URBACT website, including the detailed description of the expected tasks as well as the list of requested skills.

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

The purpose of this contract is for the assessment of expert applications for the URBACT European territorial cooperation programme.

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

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

- the tender agreement (DC3);
- these special clauses (CCP) and its Annexe 1;
- the General Administrative Conditions applicable to the procurement of general supplies and services (CCAG/FCS), approved by the Order of 16 September 2009, option B;
- the contractor's proposal.

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

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

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

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

This is a purchase order contract with a maximum of 200.000 € (VAT excluded) for the entire period of the contract. The completion of the contract shall be through purchase orders in accordance with article 77 of the Public Procurement Code.

The contract is fulfilled as and when the purchase orders are issued. The issuance takes place during the contract period.

### **3.2 Form of notifications**

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

- 1) either directly to the successful tenderer, or to its duly qualified representative in return for a receipt (delivered into his hands);

- 2) or by letter (recorded delivery letter with acknowledgement of receipt);
- 3) or by electronic communications (in particular email, fax or electronic means) or on electronic media. The communication methods must enable a receipt date to be given with certainty;
- 4) or by any other means that confirms the receipt date of the decision or the information.

### **3.3 Similar services**

The contracting authority reserves the right to use the negotiated procedure set out in article 35-II. 6 in order to enter into a service contract whose purpose is the performance of **services similar** to those which have been entrusted to the successful tenderer of this contract (initial contract).

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

The contract is concluded from its notification to the contract holder for a one-year period. It can then be renewed for another one-year period three times. This renewal is tacit and cannot be refused by the contract holder. Nevertheless the contract may be not renewed by the Public Purchaser under express decision.

## **ARTICLE 5. SERVICES REQUESTED**

The purpose of this contract is to assist the URBACT Secretariat with the assessment of all applications for expertise at network and Programme level. The volume of applications to be assessed over the whole contract period is estimated between 300 and 500 for the experts at network level and between 80 and 150 for the experts at programme level.

The service is structured as follows:

- Assessment of all applications for **URBACT Experts at network** level, received by the URBACT Secretariat on an on-going basis in the framework of the Call for the constitution of the Pool of URBACT Experts. This will be the core mission in relation with the service to be provided within the frame of this consultation.
- Assessment of applications received in the framework of specific Call for Applicants for the selection of URBACT Experts at Programme level. More especially this includes the selection of the assessors who will constitute the External Assessment Panel, and the experts who will support the URBACT capitalisation and capacity-building activities.

### **5.1 Assessment of applications for URBACT Experts at network level**

#### **a) Assessment process**

Once the call is opened potential experts will submit applications through the URBACT website by completing the online application form and submitting a CV.

The URBACT Secretariat will receive and transfer (in PDF format) to the contract holder all applications (and attached CVs) submitted in the framework of the Call for Applicants for the constitution of the pool of URBACT Experts at network level.

The Call for Applicants will be open until 2020. Applications may be submitted to the Secretariat at any time. Nevertheless, considering the calendar for the launch and the implementation of the URBACT III Programme, the Secretariat expects that an important number of applications will be received in the following periods:

- Immediately after the publication of the Call for Applicants for URBACT Experts (February 2015) as all experts included in the pool for URBACT II (about 250 experts) will be requested to go through a new assessment and validation process to be part of the pool for URBACT III
- Concomitantly with the launch of the Calls for Proposals for the creation of URBACT networks (first Call for Proposals for Action Planning Networks to be launched in the period between March and June 2015, first Calls for Transfer and Implementation Networks to be launched by end 2015-early 2016)

The contract holder shall ensure that sufficient human resources are available during these specific periods, when there will be a peak/surge of activity, in order to ensure a timely assessment of all applications received. In particular, the contract holder must be in capacity to manage up to 350 new or renewed candidatures in the first month after contract notification.

Assessment of received applications shall be done through:

- Thorough review of application forms and attached CV
- Phone call to at least 2 of the references indicated in each application form

The assessment of received applications shall be performed within 2 weeks following the transfer of received applications to the contract holder.

## **b) Criteria for assessment**

Received applications should be assessed in relation to the different fields of expertise.

In particular:

- **Generic skills:**
  - Understanding of integrated and sustainable urban development (to be assessed considering educational background and experience)
  - Understanding of EU policy frameworks and Cohesion Policy (to be assessed considering educational background and experience)
  - Understanding of exchange and learning processes at transnational level (to be assessed considering direct experience and evidence)
  - Proficiency in English (C1 level required) and if possible in other EU languages Digital communications and social media competence
- **Design and delivery of transnational exchange and learning activities:** Applicants shall demonstrate at least 5 years of experience in this field. This experience should be assessed considering the number and the nature of the transnational projects in which the applicant has been involved as well as the specific role played in the project and evidence of results e.g. reports
- **Thematic expertise:** Applicants will be requested to select one or several policy areas on which they want to be validated. For each theme the experience should be assessed considering the number of years (minimum 5) as well as the type of activities (research,, project delivery , teaching, actual contribution to the listed publication, etc.)

- **Support to local authorities and other stakeholders in designing and delivering integrated and participatory policies:** Applicants shall demonstrate at least 2 years of experience. This experience should be assessed considering the number and the nature of the local project supported as well as the role played by the applicant in the project

The contract holder is requested to propose an appropriate methodology for assessment, reflecting the general criteria and the process described above.

### **c) Deliverables**

As a result of the assessment process of each received application, the contract holder will deliver the following outputs:

- An individual sheet for each applicant with recommendation for approval/refusal including detailed rationale and justification , building on the different assessment criteria
- A summary table gathering information on all applications assessed, updated on a fortnightly basis, and more especially:
  - Nationality
  - Gender
  - Languages
  - Fields of expertise
  - Thematic expertise
- A notification email to be sent to all the applicants to inform them about the assessment result. In case of non-validated applicants, this email shall detail the reasons for refusal

## **5.2 Assessment of applications for URBACT Experts at Programme level**

### **a) Assessment process**

In the first year of the contract, at least two specific Calls for Applicants will be launched by the Secretariat for the selection of URBACT Experts at Programme level: one call for the selection of members of the External Assessment Panel and one call for the selection of URBACT Experts supporting the Secretariat with capitalisation and capacity building at Programme level.

The Call for Applicants for the External Assessment Panel will be launched in March-April 2015 whereas the calendar for the launch of the Call for Applicants for URBACT Experts at Programme level (capitalisation and capacity building) will be defined by the Secretariat in the following weeks (probably 2<sup>nd</sup> semester 2015).

With regard to both Call for Applicants, the contract holder will be requested to ensure the following tasks:

- Assessment of all applications received including recommendations for approval/rejection and ranking of candidates recommended for round of interviews with members of the URBACT Secretariat. The exact format of documents and as

well as the assessment methodology will be agreed in a meeting with the contract holder

- Participation in the interviews of recommended candidates with members of the URBACT Secretariat that will take place in Paris Region

## **b) Criteria for assessment**

Criteria for selection will be described in each specific Call for Applicants.

## **c) Deliverables**

As a result of the assessment process of each received application, the contract holder will deliver the following outputs:

- An individual sheet for each applicant with recommendation for approval/refusal including detailed rationale and justification , building on the different assessment criteria
- A summary table gathering information on all applications assessed, in particular:
  - Nationality
  - Gender
  - Languages
  - Fields of expertise
  - Thematic expertise
  - Previous experience in similar positions
- Ranking of selected candidates for next step (interviews) based on the quality of the candidatures
- A notification email to be sent to all the applicants to inform them about the assessment result. In case of non-validated applicants, this email shall detail the reasons for refusal

## **ARTICLE 6. PERFORMANCE PROVISIONS**

### **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 the 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 the URBACT Secretariat.

The technical correspondent of the URBACT Secretariat for this contract shall be Raffaele BARBATO, Networking and Capacity Building Senior Officer, while the administrative and financial correspondent shall be Thierry PICQUART, Administration and Coordination Manager.

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

## **6.2 Kick-off meeting**

A kick-off meeting will be organised in Paris Region (or through any virtual communication system) between the contractor and the URBACT Secretariat right after notification of the contract. During this meeting, the process, the work programme, the timetable and the methodology will definitely be fixed.

## **ARTICLE 7. CHECKS – ACCEPTANCE OF THE SERVICES**

The documents to be provided are listed under the term “deliverables” in Article 5. All documents are to be delivered in proficient English

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

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

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

## **ARTICLE 8. PURCHASE ORDERS**

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

The purchase orders state:

- the contractor's identity,
- the purchase order number,
- the number of this contract,
- the quotation number
- the services to be performed,
- the unit prices as contained in the contractor's offer
- the price excluding VAT,
- the VAT rate and amount of VAT,
- the total amount to pay including VAT.

If it becomes necessary to make changes to a purchase order prior to its execution, these shall be made by fax or email within a reasonable time.

Any service that has not begun to be performed may be cancelled by fax or email by the URBACT Secretariat. In this case no compensation or damages is/are due to the contractor.

## **ARTICLE 9. PRICES – PRICE VARIATIONS**

The prices include the completion of all the services requested in this Schedule of Specific Clauses with the exception of travel and living expenses costs for meetings with the Secretariat and interviews. These costs can be refunded to the contractor according to the “Refund Conditions” in use in URBACT.

Prices are given in Euros with and without VAT.

This contract's prices are unitary and correspond to the 3 following services:

- Assessment of an expert application at network level
- Assessment of an expert application at programme level
- Interview with an expert applicant at programme level

The prices quoted in the tender document (DC3) are fixed for the first year of contract. They then may be revised on each anniversary date of the contract notification.

The revision is carried out by applying the following formula:

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

In which:

P = Revised price

P<sub>o</sub> = Initial price

S = Syntec Index as of the last published index on the revision date.

S<sub>o</sub> = initial Syntec Index i.e. the published Syntec Index reference used on the date the proposals are submitted.

The SYNTEC reference index is available on the INSEE website (France).

## **ARTICLE 10. INVOICING AND PAYMENT PROVISIONS**

### **10.1. Preparation of the invoice**

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

- the reference to this contract and the purchase order(s),
- the names and addresses of the contracting parties
- the date and invoice number,
- the services provided and their unit prices (name list of the assessed candidatures),
- the total price of the service exclusive of VAT,
- the rate and amount of VAT,
- the total price of the service inclusive of VAT.

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

Invoices should be sent to:

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

### **10.3. Payment provisions**

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

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

The payment of a purchase order is deemed to be final settlement.

### **10.4. Payment term**

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

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

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

In the event of sub-contracting, Article 116 of the Public Procurement Code is applied.

Invoices of the consortium's sub-contractor are validated by the consortium's representative which also validates the purchase order number in question.

Invoices of the sub-contractor of one of the co-contractors of the consortium are validated by the co-contractor's legal representative and the consortium's representative which also validates the purchase order number in question.

The sub-contractor's invoices in the case of a single contractor are validated by this sole contractor.

## **ARTICLE 12 CHANGES AFFECTING THE CONTRACTOR'S STATUS**

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

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



## **ARTICLE 13 CONFIDENTIALITY**

The contractor's personnel involved in the execution of this contract are bound by professional secrecy. Any medium containing confidential information entrusted to the contractor, must be returned to the Acsé-URBACT Secretariat at the end of the contract.

The contractor may not transmit, without the Acsé-URBACT Secretariat's prior permission, confidential documents to any of its sub-contractors. In this case, the said sub-contractors would be bound by the same obligations as the contractor.

## **ARTICLE 14 PENALTIES**

### **14.1 Late delivery penalties**

Should this contract's contractual deadlines be exceeded, the contractor may incur without prior notice, a penalty of €100 per day of late delivery.

However, the contractor may make a request for an extension of the performance period. It must send its substantiated request to the Acsé-URBACT Secretariat by email or fax stating the reasons and the requested extension time. Any acceptance of the extension will thus be notified to it by email or fax.

### **14.2 Penalties for poor performance**

In accordance with article 27 of the CCAG-FCS, if after a duly substantiated request by the URBACT Secretariat, the quality of a service remains unsatisfactory as it does not meet the requirements set out in the contractual documents, the Contracting Authority reserves the right to make a price reduction. The amount of the price reduction is calculated by the URBACT Secretariat according to the importance of the observed imperfections. The price reduction decision shall be notified by the URBACT Secretariat only after the contractor has itself been able to comment.

### **14.3 Penalty for undeclared work**

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

## **ARTICLE 15. CANCELLATION**

The contract may be terminated by the URBACT Secretariat in accordance with Chapter 7 of the CCAG -PI and under the following conditions:

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

If the URBACT Secretariat observes the non-performance or poor performance of the services, it shall indicate the defects in a letter sent by recorded delivery with return receipt and shall give notice to the contractor to make its representations and where appropriate to meet the obligations described in the letter within 15 days of receipt of the notice.

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

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

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

The cancellation indemnity is then calculated in accordance with chapter 7 of the CCAG-PI.

## **ARTICLE 16 DISPUTES**

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

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

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

## **ARTICLE 17. DEROGATIONS TO THE CCAG**

Article 8 "Checks - Acceptance of the services" derogates from Article 26 of the CCAG/PI.  
Article 14 "Penalties" derogates from Article 14 of the CCAG/PI regarding the penalties for late delivery.