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**CONTRACT NO. 2015 URB 03 28**

**ASSISTANCE TO THE URBACT III PROGRAMME  
COMMUNICATION STRATEGY AND OPERATIONAL  
COMMUNICATION PLAN DRAFTING**

**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**

### **A. The URBACT Programme**

URBACT is a European Programme of Territorial Cooperation (ETC), financed by ERDF and national contributions of Member and Partner States (Switzerland and Norway);

It 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.

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 2014-2020 URBACT III programme is built on the very positive experience of URBACT I (2002-2006) and URBACT II (2007-2013). The URBACT II programme 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.).

The URBACT III programme (2014-2020) has been approved on the 12<sup>th</sup> December 2014 by The European Commission. The strategy, the specific objectives and the main activities of the URBACT III programme for the period 2014-2020 are described in its Operational Programme (sections 1&2) in <http://urbact.eu/en/about-urbact/urbact-2014-2020/>

As for URBACT II, the key targets of URBACT III are practitioners and decision makers in cities as well as their local stakeholders who want to design and implement integrated and sustainable urban strategies and action plans to address their social, economic and environmental urban challenges.

The main objective of URBACT III is to promote integrated and sustainable urban development by improving the capacities of cities to design and deliver integrated policies and strategies

Four specific objectives have been set in the operational programme:

- To improve the capacity of cities to manage sustainable urban policies and practices in an integrated and participative way
- To improve the design of sustainable urban strategies and action plans in cities
- To improve the implementation of integrated plans for sustainable urban development
- To ensure that practitioners and decision-makers at all levels (EU, national, regional and local) have increased access to URBACT thematic knowledge and share know-how on all aspects of sustainable urban development in order to improve urban policies.

Each of these specific objectives has a specific result indicator (see Operational Programme section 2, table 3). The result indicator of the objective 4 is closely related

to communication activities.

These objectives will be implemented through three main strands of activities:

- Transnational networking to support cities with the design and implementation of integrated urban strategies, building on mutual learning and transfer of good practices
- Capacity-building activities to enhance the capacities of urban players to develop integrated and participatory approaches to the design and delivery of public policies (through national seminars, Summer Universities, etc.)
- Capitalisation and dissemination to capitalise and disseminate urban knowledge, practices, policy recommendations etc. to inform policy-making and delivery at local, regional, national and EU level (through seminars, web platform, publications, National URBACT Points, etc.)

The two first strands of activities concern cities and their local stakeholders which will be involved in URBACT networks granted as beneficiaries. It will concern approximately 700 cities and 10.000 individual local actors.

The third strand of activities targets practitioners & decision makers of all EU cities & those working at regional, national and European levels on sustainable urban development.

It is important to have in mind that the URBACT Programme reaches around 10% of the European Cities which the population is above 20000 inhabitants, in particular the largest ones. This third strand (capitalisation and communication/dissemination) is therefore essential to associate a broader audience to URBACT works and results, audience who is not directly involved in exchange and capacity building activities.

For more information, visit [www.urbact.eu](http://www.urbact.eu)

## **B. Background of URBACT III communication strategy & plan**

As laid down in the Article 116 of Regulation (EU) 1303/2013 [CPR] a communication strategy<sup>1</sup> has to be drawn up by the Managing Authority, assisted by the Joint Secretariat, which will be discussed and approved by the Monitoring Committee no later than 6 months after the adoption of the URBACT III Programme.

This communications strategy is designed to help the URBACT programme to achieve its overall operational objectives and disseminate funding opportunities widely to potential beneficiaries and all interested parties.

It should help the programme to achieve all its specific objectives and in particular

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<sup>1</sup> The Communication Strategy shall include the following elements as outlined in Annex XII of Regulation (EU) 1303/2013 [CPR]:

- List of operations receiving ERDF funding
- Information and communication measures for the public including media coverage, promotion of calls for proposals, use of logos, institutional website
- Information measures for beneficiaries including information on support offered eligibility of expenditure, description of process and criteria for project selection.
- A description of the tools including the website, support to beneficiaries, indicative budget, visibility and awareness, communication results and annual targets

Please note that this is not the complete list of contents for the Strategy, but its minimum requirements. The complete list of deliverables can be found in Article 5.

increase access of practitioners and decision-makers at all levels (EU, national, regional and local) to URBACT thematic knowledge and share know-how on all aspects of sustainable urban development in order to improve urban policies.

The URBACT communication strategy shall provide the framework to set up a communication plan which will mobilise all communication tools available at programme or at network level (URBACT city networks) in an integrated way: online (Internet, social medias, etc.), partnerships, publications, events (conference, seminars, etc.). The strategy should be developed ensuring a strong link to the URBACT programme's capitalisation activities which focus on urban knowledge and know-how coming from URBACT city networks and from external sources (research, other European or international programmes or organisation, etc.). It will also take into consideration the needs for training and capacity building.

**Online:** a robust digital strategy is required to provide as much relevant information as possible but also to build an online community, creating links among people interested in urban matters throughout Europe who otherwise may not have the chance to meet, discuss and exchange.

A new URBACT II/III website is going to be launched in February 2015. This website will serve as the pivotal element of the digital strategy and will function as a user-oriented urban knowledge platform. The website will be supported by several functions and widgets that will help to reinforce the URBACT community. It will contain Project (city networks) websites curated by the Lead Partner city and also National URBACT websites curated by National URBACT Points. It has to be ensured that this new website is relevant and address the requirements for this tool according to the regulation.

Webinars, e-learning, web-streaming of the events should be part of the online strategy that will ensure the durability and wide accessibility to the interested parties who can't be present physically at international events.

Development of the existing social media strategy (including mainly Twitter, Facebook, Flickr and Slideshare) should also be taken into account, with the aim to reach a wider number of potential beneficiaries.

**Events and meetings:** The programme will offer also a broad range of opportunities for urban practitioners, experts, decision makers, local stakeholders to meet 'offline' through meetings organised by the Joint Secretariat at programme level or at city networks level with various objectives: disseminating and sharing urban knowledge (conference, seminar), capacity building (training, summer university, peer reviews), influencing keys stakeholders at national, European levels, etc.

Every year a major international meeting will be organised; it will be either an URBACT University style event with capacity building activities for practitioners, decision makers, and local stakeholders in cities or an international event open to all urban players in Europe and beyond as the URBACT City Festival planned in Riga from 6 to 8 May 2015. These meetings and events will be conceived as 'hybrid', mixing online and offline participation and learning opportunities.

**Publications:** The methodological and thematic outputs of the programme will be gathered in publications as well as brochures, kits, flyers that complement its networking and capitalisation activities.

**Partnerships:** Convincing a large European wide audience of the utility of cooperation can be done through public relations: success stories from peers, effective promotion via existing networks using case studies, newsletters, “ambassadors” speaking at events.

In this perspective the “URBACT community” composed by URBACT experts, urban practitioners and decision makers, local stakeholders, partners in managing authorities, national ministries, European Commission, European Parliament, etc. who know well and who appreciate the programme are key translators and ambassadors of the programme.

They will help to develop existing partnerships with organisations dealing with urban issues and/or cohesion policy and to create new ones. Partnership with other European Territorial Cooperation programmes will be also taken into account.

In most of the EU countries, National URBACT Points will be created; they will have a key role to foster the exchange of urban knowledge coming from URBACT networks but also from national sources, city networks, in the national context and using national languages.

**Branding:** Guidelines have to be developed for the URBACT III programme to ensure the coherent visibility for print and online presence, and applications on different support tools.

URBACT position compared to the other European Territorial Cooperation programmes is quite unique:

- It is the only ETC programme covering all EU countries, Swiss and Norway promoting integrated and sustainable urban development and covering all urban themes.
- It is a cooperation programme built on exchange and learning with the main aim to improve the capacities of cities to design and deliver integrated policies and strategies.
- The high quality of the support given by the programme to its beneficiary cities to design and deliver integrated urban policies and strategies is well recognised at European level. It is based on a specific methodology, the “URBACT method” developed step by step since 2002<sup>2</sup>.
- It is a programme which strongly supports with specific tools the share of urban knowledge and know how in a multilevel framework involving cities (belonging to URBACT networks or not) as well as the different levels of government (regional, national, European).

**Accessibility, Format:** In line with Article 7 EU Regulation 1303/2013 the utmost care will be taken to ensure that information and activities are accessible to persons with disabilities. The most recent web accessibility standards will be implemented, and due care will be taken in regard to accessibility of event venues.

**Discrimination and gender equality:** The communication strategy also will take into account the programme’s horizontal principles on discrimination and gender equality. This will be reflected in the composition of speakers at events, imagery used to illustrate communication material etc.

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<sup>2</sup> The URBACT method is a multi-stakeholder action planning methodology set out in the URBACT local support group toolkit 2013 [http://urbact.eu/fileadmin/general\\_library/URBACT\\_Toolkit\\_online\\_4.pdf](http://urbact.eu/fileadmin/general_library/URBACT_Toolkit_online_4.pdf)

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

The purpose of this contract is to assist the URBACT Secretariat

- 1/ in elaborating the communication strategy of the URBACT III Programme
- 2/ in drafting of a communication plan that will make the strategy operational

## **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 contract 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 **6 months** from the date of notification to the holder.

The period of performance 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 Services

The goal of the communication strategy & plan is to develop relevant, efficient and effective communications activities in order to contribute to URBACT's objectives.

The communication strategy & plan to be prepared by the contractor will include:

- a/ the **strategy** itself (A-B-C-D-E)
- b/ the elements to make it operational with a **communication plan** (F) and **organisational & budgetary** elements to implement the communication plan (G)
- c/ the **evaluation & monitoring** of the communication strategy & plan (H)

**A- CONTEXT** with short description of the URBACT III Programme, legal basis and EU Regulatory requirements, INTERACT common communication framework for ETC programmes.

**B- SITUATION ANALYSIS** based on needs and opportunities as described in the different sources available (URABCT III Operational Programme, Strategic communication research for URBACT II)

**C- STRATEGY OVERVIEW** with a detailed overview of the main features of the communications strategy.

**D- DEFINITION/CLASSIFICATION OF STAKEHOLDERS** with the identification and classification of stakeholders in accordance with Commission Implementing Regulation and making use of the consultant's previous experience. The following groups should be considered:

- **Sponsors and influencers (as Member States, Commission)**  
They generally wish to see the added value brought by the programme, particularly through their contribution, and verify the fulfillment of their requirements.
- **Beneficiaries**  
These are the project participants who expect support and communications-



related services from the Joint Secretariat. They will also be used to carry out some dissemination activities.

- **Potential beneficiaries, endorsers, multipliers**  
All target audiences not currently participating in URBACT but interested participating or having access to knowledge. They include: cities, elected government bodies, academia, local associations, think-tanks etc.
- **Priority Target groups**  
These priority target groups have to be identified with the Joint Secretariat. They include urban players at city, regional, national, European level, elected government, various organisations, academia or local associations involved in urban issues. Priority targets of the communication strategy should be classified according either to their nature (for example ONG or decision maker) and/or by their area of interest (thematic classification)
- **The wider public**  
Although not direct stakeholders of the programme, informing the wider public is a compulsory EC requirement and should be included in the communication strategy of all EU funded programme.
- **Media**  
The media can mainly be used as multipliers but can also be considered stakeholders as when they benefit from information directly targeted to them.

For each category of stakeholders the favored methods of receiving information and the barriers to receiving information and messages have to be described.

**E- OBJECTIVES:** The objectives of the communication strategy will be defined based on the 4 specific objectives of the URBACT III Programme (see Context/A) and the two main objectives required in any communication plans for EC funded programmes, namely ensure the transparency of the programmes and guarantee the visibility of the input of the EU for the citizens. These objectives need to be **Specific, Measurable, Attainable, Relevant and Time-bound (SMART)** and integrated to express the specific brand of URBACT III (see Context/B). Achievement of each of the objectives of the communication strategy has to be measured with expected results, target (quantitative and/or qualitative) and timeline (see section H).

**F- COMMUNICATION PLAN:** The communication plan will describe the mix of communication activities and tools available in the programme (see Context/B) to implement the objectives of the strategy. It will look to the effective use, the complementarity and the coherence of all communication and dissemination activities & tools: the URBACT website, digital and printed communication, conferences and media outreach. It will look for the best combination of online, events & meetings, publication activities (see Context/B).

Proposals will be made for the development of a cohesive, impactful corporate identity for the URBACT programme. The contractor will give recommendation to align the verbal & the visual identity of the programme with its corporate identity. The communications activities have to be prioritized and carried out both at programme level (Secretariat) and at 'local' level (National URBACT Point, Networks financed by the programme).

The communication plan will describe activities for cooperation with other organisations (programmes, networks, etc.) operating in Europe and beyond in the area of sustainable urban development looking for partners as key multipliers, secure endorsement through horizontal communication with partner networks and organisations.

Within the communication plan, the specific role of URBACT National Points – needed to disseminate thematic information in the appropriate languages, to collect feedback on the work being done throughout the programme and to network with partners at national levels – have to be carefully described.

Measures aiming at enhancing visibility and encouraging pro-active communications by URBACT networks will be included in this section too.

**G- ORGANISATION & BUDGET:** This section will present the organisational structure recommended by the Contract Holder in order to increase and optimise the communications efficiency of the programme. The communications strategy & plan include not only the Joint Secretariat and the 'local' level (National URBACT Point, Networks financed by the programme) but also contractors.

To take into account the very limited human resources inside the Joint Secretariat, the Contract Holder will propose an organisational structure to implement the communication strategy and plan.

The Joint Secretariat's tasks will concentrate its activity on controlling the quality of the tasks led by the contractors and monitoring and evaluating all communications activities.

Therefore the organisational structure proposed by the Contract Holder will consider assistance to coordination activities to help the Joint Secretariat for the development and the implementation of the strategy & plan; these coordination activities at programme level will be described carefully as well as the specific activities to be contracted.

The Contract holder will propose also a contractual structure for all these activities eventually with different alternatives; each type of activity will be described with schedule and the corresponding budget for the duration of the programme (2014-2020).

**H- EVALUATION & MONITORING OF THE COMMUNICATION STRATEGY & PLAN:** This section will provide input for an ongoing evaluation of the communication strategy & plan that will ensure that all objectives are achieved. If necessary the strategy & plan will be adapted to take into account new priorities, activities or target groups.

For each objective, a result indicator shall be set, indicating the baseline, the target as well as the means of measurement. For all main activities output indicators should be set.

## 5.2 Deliverables and timeframe

### Launch of the work:

- A kick-off meeting shall be organised following the notification of the contract to the contractor
- An inception report shall be presented by the contractor two weeks after the kick-off meeting. This inception report shall include a presentation of each part (communication strategy & plan, organisational & budgetary framework, evaluation & monitoring), a first proposal for the sections A/C/D/E of the communication strategy and a first outline of the communication plan (section F).

### Interim report: communication strategy and communication plan

- An interim report shall present the communication strategy, the communication plan and evaluation & monitoring mechanisms 8 weeks after the kick-off meeting latest. This document shall present sections A/B/C/D/E/F/H. This is this report that will be presented to the Programme Monitoring Committee for approval.

### Operational elements and final report

- A first version of the organisational structure and budget (section G) shall be presented ten weeks after the kick-off meeting
- The final report presenting a complete version of each part (strategy and communication plan, organisation & budget, evaluation & monitoring) shall be transmitted to the URBACT Secretariat on 30<sup>th</sup> June 2015 latest
- Deliverables shall include all the presentation material: slides and any other visual or written material.

NOTA BENE - LANGUAGES: All deliverables shall be produced in proficient English.

## **ARTICLE 6: IMPLEMENTATION PROCEDURES**

### **6.1 Working languages**

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 project leader.

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 Emmanuel Moulin, Head of the URBACT Secretariat, while the administrative and financial correspondent shall be Thierry PICQUART, Administration and Coordination Manager. The language of correspondence between the Contract Holder and the URBACT Secretariat shall be English or French.

### **6.3 Monitoring of the service**

The service 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. Three other meetings have to be expected during the contract period.

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

The documents to be provided are listed in article 5.2 Deliverables

The documents listed in the preceding article will be validated by the 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 URBACT Secretariat.

Only final validation of the documents by the 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 regulation in force, the Public Corporation will pay the sums due within a maximum of 30 days after receipt by the 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 8 points.

### **9.3: Settlement procedures**

Payment will be made in two parts:

- A 1<sup>st</sup> advance payment of 30% after validation by the URBACT Secretariat of the inception report
- The balance of 70% upon reception of the final invoice after validation by the URBACT 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 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 URBACT Secretariat.

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

The holder may submit one or more sub-contractors to the 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 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 URBACT 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 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 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 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 URBACT Secretariat.

This request for authorisation is sent by post addressed to the URBACT Secretariat.

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

The contractor 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 URBACT or a force majeure, a late payment penalty of €50 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 27 of the CCAG-PI, where upon request from the 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 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 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 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 URBACT 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.