

CONTRACT N°

SPECIAL TERMS AND CONDITIONS (STC)

Externalisation of the URBACT IV programme implementation evaluation

Service contract concluded following an open call for tenders procedure in application of articles L. 2124-1 - L. 2124-2 and R. 2124-1 - R. 2124-2 of the public procurement code.

Public Buyer:

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In accordance with Law No. 94-665 of August 4, 1994, all documents relating to this contract use the French language. All documents written in another language must be faithfully translated into French.

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PREAMBLE

1. European Territorial Cooperation programme framework

The URBACT IV programme is part of the European Territorial Cooperation objective of the EU cohesion policy for the 2021-2027 programming period. It is part of the 'interregional cooperation' strand of Interreg ('strand C').

URBACT facilitates the sharing of knowledge and good practice between cities and other levels of government. The purpose is to promote integrated sustainable development in cities, improve city's policies and improve the effectiveness of cohesion policy in cities.

URBACT's mission is to enable cities to work together and develop integrated solutions to common urban challenges, by networking, learning from one another's experiences, drawing lessons and identifying good practices to improve urban policies.

URBACT promotes an integrated development as a means to support cities implement horizontal and vertical policy integration. Positive change can best be made by collaborating across organisations and in close collaboration with local stakeholders – from a wide range of groups, to different municipal departments and even neighbouring towns.

To reach this objective **URBACT IV has three aims:**

1) Use transnational networks to improve the capacity of European cities to:

-co-design and implement Integrated Action Plans linked to common sustainable urban development challenges

-transfer established urban good practices

-design investment plans for replicating elements of Urban Innovative Actions

2) Improve the capacity of urban stakeholders to design and implement sustainable urban development policies, practices and innovations in an integrated, participative and place-based way

3) Ensure that URBACT knowledge and practice is made accessible to urban practitioners and policymakers to feed into local, regional, national and European urban policies, in particular through the European Urban Initiative; and contributing to the Urban Agenda for the EU

The two priority axes of the Programme are:

1. Promotion of a sustainable integrated urban development

2. Assistance technique

The programme is co-financed by the European Regional Development Fund (ERDF) with a budget of EUR 79,679m, by the Instrument for Pre-Accession Assistance (IPA) with a budget of EUR 5m and by the Neighbourhood, Development and International Cooperation Instrument (NDICI) with a budget of 2m for the period 2021-2027.

The URBACT IV programme area covers:

- EU 27 Member States;
- Norway;
- Switzerland;
- IPA countries: Albania, Montenegro, Serbia, North Macedonia, Bosnia-Herzegovina;
- NDICI countries: Ukraine, Republic of Moldova.

Context of this service contract

As a programme co-financed by the European Cohesion Policy Funds, URBACT is obliged to carry out evaluations throughout the programme period on the basis of an Evaluation plan.

The Evaluation plan of the URBACT IV programme (see ANNEX 1) was approved by the URBACT IV Monitoring Committee on 27 June 2024 at the meeting in Ghent (Belgium).

The Evaluation plan is setting out the main principles and elements of the URBACT IV programme evaluation, such as

- Objectives of the evaluation
- Legal requirements for the evaluation
- Coverage and rationale of the evaluation
- Analysis of relevant evidence
- External coordination and exchange
- Evaluation function and actors
- Evaluation process and internal coordination and exchange
- Involvement of stakeholders and partners
- Source of evaluation expertise
- Use and communication of evaluations
- Quality management
- Planning of evaluations.

The Evaluation plan foresees two main programme evaluations:

- I. Implementation evaluation
- II. Impact evaluation

The implementation evaluation is planned to start in 2025, whereas the impact evaluation is planned to be launched at a later stage only, as of 2027.

The present call for applications only concerns the implementation evaluation, not the impact evaluation.

2. Legal basis and main documents

2.1. EU Law and Guidances

Regulation (EU) No 2021/1060 (Common Provisions Regulation – CPR);

Regulation (EU) No 2021/1059 (ETC Regulation);

This list of Commission Regulation and Guidance is not exhaustive and might change throughout the duration of the contract.

2.2. Literature regarding the programme

URBACT IV Operational Programme CCI 2021TC16FFIR001 approved by the Commission on 15 December 2023 ([see here](#));

Programme Manual ([see here](#));

Programme evaluation plan ([see here](#)).

Description of the management and control system of the URBACT IV programme (will be made available to the contract holder after the notification of the contract);

2.3. Other documents

COMMISSION STAFF WORKING DOCUMENT Performance, monitoring and evaluation of the European Regional Development Fund, the Cohesion Fund and the Just Transition Fund in 2021-2027 3. Structures involved in programme management ([see here](#))

COMMISSION STAFF WORKING DOCUMENT Better Regulation Guidelines and toolbox ([see here](#))

3. Structures involved in programme management

The organisation of the programme described in the cooperation programme makes use of the following structures:

- the Managing Authority (MA)
- the Audit Authority (AA)
- the Group of Auditors (GoA)
- the Monitoring Committee (MC)
- the Joint Secretariat (JS)

3.1 The Managing Authority

The Managing Authority (MA) is the National Agency for Territorial Cohesion (Agence Nationale de la Cohésion des Territoires - ANCT) - Direction Générale Déléguée Politique de la Ville

The MA is supported by a Joint Secretariat (JS) hosted also by ANCT.

The accounting function is internalised within the MA.

3.2 The Audit Authority

The audit authority is the « Autorité nationale d'Audit pour les Fonds européens » (AnAFé), based in Paris, France. The AA is functionally independent from the managing authority and its missions are described in Article 48 of Regulation 2021/1059.

3.3 The Group of Auditors

In accordance with Article 48 of Regulation (EU) No 2021/1059 the AA is assisted by a Group of auditors. The Group of Auditors (GoA) comprises representatives of each EU Member State participating in the cooperation programme carrying out the duties provided for in Article 48 of Regulation (EU) No 2021/1059. It will also comprise representatives from the 7 IPA and NDICI countries if the programme extension is confirmed. Norway chose not to participate in the group of auditors in the 2021-2027 period. Each Partner States shall be responsible for the audits carried out on its territory.

3.4 The Monitoring Committee

In accordance with Article 28 of Regulation (EU) No 2021/1059, a Monitoring Committee (MC) was set up to monitor the implementation of the programme in agreement with the MA.

The monitoring committee is made of:

- up to four representatives (two members and two deputies) per country (27 EU Member States and Partner States: Norway, Switzerland, Albania, Montenegro, Serbia, North Macedonia, Bosnia-Herzegovina, Ukraine and Moldova) at the appropriate governance level;
- representatives of the European Commission, the Committee of the Regions (CoR), Council of European Municipalities and Regions, Permanent Secretariat of the European Urban Initiative the managing authority and the joint secretariat;
- The audit authority can participate as an independent observer.

The MC in accordance with Article 38 of Regulation (EU) No 2021/1060 and article 30 of Regulation (EU) 2021/1059, shall review the implementation of the programme and progress towards achieving its objectives, and more specifically the functions listed in Article 40 of Regulation (EU) No 2021/1060. The MC is also responsible for selecting the projects financed by the cooperation programme in line with Article 22 of Regulation (EU) No 2021/1059.

3.5 The Joint Secretariat (JS)

Based in the ANCT, the **Joint Secretariat** is in charge of the daily management of the programme.

The JS assists the Managing Authority and the Monitoring Committee in their tasks and responsibilities. It also acts as a point of contact for projects partners and responsible for operations when submitting the application and carrying out the operations.

4. Structures involved in entering into and executing this contract

National Agency for Territorial Cohesion (ANCT), as Managing Authority and awarding authority, enters into the contract with the contract holder and is the signatory of the contract.

The Joint Secretariat will be responsible with the implementation and follow up of the service contract. The deliverables of the service contract will be reviewed by the Evaluation Steering Group, composed by members of the URBACT IV Monitoring Committee.

ARTICLE 1. PURPOSE OF THE CONTRACT

The purpose of this contract is the provision of services for the URBACT IV European territorial cooperation programme by a team of external evaluators (hereafter: "the evaluator" or "evaluator team") to conduct the evaluation of the URBACT IV programme implementation and support and assist the Managing Authority of the URBACT programme and the URBACT Joint Secretariat in managing the process of the implementation evaluation.

ARTICLE 2. THE CONTRACT'S CONTRACTUAL DOCUMENTS

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

- the tender agreement (ATTRI 1) and its financial annex acting as financial offer;
- these special technical clauses (STC) and its annexes;
- the General Administrative Conditions applicable to the procurement of intellectual services (CCAG/PI), approved by the Decision of 30 March 2021;
- Special subcontracting acts and their amendments, subsequent to notification of the contract;
- the contractor's proposal.

Only the original documents preserved in the archives of the Contracting Authority 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 an open call procedure in accordance with Article L. 2124-1, R. 2124-1, R. 2124-2-1° of the French Public Procurement Code.

This is a unit price market, it is executed as purchase orders are issued. The execution of the purchase order can be carried out up to 3 months after the end of this contract.

In accordance with article R. 2162-4-3° of the public procurement code, the purchase order component of the market is concluded with a maximum of 120,000 euros excluding tax over the entire duration of the market.

3.2 Lots

This contract is not divided in lots, as foreseen in article L. 2113-20 of the public procurement code, the services provided being inseparable.

The URBACT IV program is funded for the period 2021-2027. Expenditure is eligible until December 31, 2029.

3.3 Form of notifications

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

- Either directly to the contract holder, or to its duly qualified representative in return for a receipt (delivered into his hands);
- Or by letter (recorded delivery letter with acknowledgement of receipt);
- Or by electronic communications or on electronic media. The communication methods must enable a receipt date to be given with certainty;
- Or by any other means that confirms the receipt date of the decision or the information.

3.4 Review cause

In the event of a circumstance that diligent parties could not foresee in its nature or extent and which significantly modifies the conditions of execution of the contract, the parties examine in good faith the consequences, particularly financial, of this circumstance.

Where applicable, the parties agree, by amendment, on the terms of coverage, total or partial, of the additional costs directly induced by this circumstance on the basis of supporting documents provided by the Holder. It is considered, in particular:

- additional costs linked to modifications to the execution of services;
- consequences linked to the extension of contract execution deadlines.

The holder is required to request, in good time, that contradictory findings be made to enable the buyer to evaluate the additional means actually implemented.

Excluded from this evaluation are price increases considered in the indexes or indices used for the revision of prices.

Additional costs borne by the buyer may be subject to an advance under the conditions set out in the specific contractual documents or in the amendment concluded pursuant to this article.

In accordance with articles L. 2194-1 and R. 2194-1 of the public procurement code, the ANCT reserves the right to add services to the unit price schedules, to extend the duration of the contract, to provide modifications concerning the terms of execution and deliverables, the clauses on the terms of invoicing and payment. These modifications will be the subject of an amendment.

ARTICLE 4. DURATION OF THE CONTRACT

The contract is concluded from its notification to the contract holder for an initial period of 12 months. It can then be renewed twice, each time for a new period of 12 months. 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.

The duration of the contract is determined in accordance with Article L. 2125-1 of the French Public Procurement Code. It takes into consideration:

- the particularities of the URBACT IV program regarding the duration of the contract, the eligibility of the period and the information obligation towards the European Commission.

ARTICLE 5. SERVICES TO BE PROVIDED

The contractor must carry out all the services presented and detailed to the CCP, in accordance with the rules of the art and contributing to a quality service.

This contract aims at externalising to an external provider the following services:

1. General work
2. Evaluation expertise
3. Preparation of the evaluation process
4. Execution of the evaluation work

to perform the tasks related to the evaluation of the URBACT IV programme implementation as described below.

5.1 Evaluation purpose and target audience

The overall **purpose** for the evaluation of the programme implementation is to get an **independent view** about the following guiding ideas and questions:

- Are we on the right track and doing things right in the programme implementation?
- Is there need for change or adaptation to deliver a good service? What could and should be improved?
- What is the effect of what we are doing? Do we manage to achieve the programme's objectives (or is there at least a high likelihood)?
- What can we learn from the on-going and final results of the implementation evaluation to prepare for the next programming period (post 2027)?

The **target groups** for the **final Evaluation report** presenting the evaluation results are primarily the **users of the programme** and the **programme authorities**, but also other entities:

- **Beneficiaries (cities), National URBACT Points (NUPs) and experts:**
The programme beneficiaries, i.e. cities participating in URBACT projects and networks, the National URBACT contact points as well as the URBACT validated experts are the main **users of the programme**. The users are the main source of information for the evaluation and form a major group of the target audience for the evaluation report. As users of the programme they have a direct interest in the results of the implementation evaluation.
- **Managing Authority (MA) and Joint Secretariat (JS):**
The *Agence National de la Cohésion des Territoires* (ANCT) is the programme's Managing Authority. As such, it is the **overall responsible for the programme** implementation assisted by the programme Joint Secretariat. As overall responsible for the programme implementation they have a direct interest in the results of the implementation evaluation.
- **Monitoring Committee (MC):**
The programme Monitoring Committee participates actively in the programme implementation, oversees sound management and is the **decision-making body**. The **Member States** and **Partner States** have a direct interest in the results of the programme evaluation.
The **European Commission** is also member of the programme Monitoring Committee in an advisory capacity and has a direct interest in the results of the evaluation. In compliance with the regulations, the programme will also have to report about evaluation findings to the European Commission.
The **European Urban Initiative (EUI)** and the **Council of European Municipalities and Regions (CEMR)** are also members of the programme

Monitoring Committee in an advisory function. They also have an interest in the evaluation results.

- **Other programme authority** which have an interest in the evaluation results is the audit authority.
- In the post 2027-perspective, other EU institutions like the **Council of the European Union**, the **European Parliament**, and the **Committee of the Regions** are also part of the target groups of the programme's evaluation. Managing Authorities and Intermediate Bodies of Structural Funds programmes and financial control institutions may also be interested in the results of the evaluation.

The **final Evaluation report** that is approved by the Monitoring Committee will be made available to **the programme authorities and users** as described above. The general public will be informed through a **public executive summary**.

5.2 Evaluation objectives

The objectives of the programme evaluation are set out in the **Evaluation plan**:

- a) assessing and – if required – adjusting the delivery system of the URBACT programme with a view to efficiency and effectiveness; in order **to provide a high quality of services** and safeguard **customer-orientation** throughout all stages of the project life cycle
- b) revisiting the **intervention logic**, starting to **conceptualise the outcomes** with a view to relevance and coherence of the programme; in order to **ensure a high quality of project results** and check if there is a need for tailored calls analysing the project results and deriving the aggregate **programme impact** with a view to relevance, coherence, sustainability, and European Union Added Value (with a particular interest in its contribution to lasting improvement of governance structures), and other relevant criteria, such as inclusiveness, non-discrimination and visibility; in order to ensure and document that the programme delivers visible, sustainable outcomes with high policy relevance, thereby,
 - when analysing **coherence**, it should be differentiated between the **inner coherence** (within the programme itself, between different elements of the programme, in relation to the programming documents, etc.) and the **external coherence** (coherence in relation to other ETC programmes, EU policies, EU strategic goals, EUI, etc.)
 - when deriving the **added value created** (at all levels), it should be analysed and highlighted **as a result of implementation** of the URBACT programme
- c) having a specific look at newly designed and implemented activities and instruments (such as **pilots**), assessing their specific risks and benefits as well as their overall impact, in order to identify **lessons learnt** for other and/or future programme activities
- d) identifying the programme's **effects on cities of different characteristics**, including size differentiation, old versus new EU Member States and other countries, Article 11 cities, etc.

- e) using the **findings** of the evaluation to draw conclusions, to identify **lessons learnt**, and to develop and propose **recommendations** and **follow-up activities** (for immediate implementation and to be considered in the future, including the post 2027 programming period)

5.3 Evaluation subjects and scope

The present call for tenders **only** concerns the implementation evaluation, **not** the impact evaluation.

The services included in this tender for the **implementation evaluation** are organised around **three work packages**. The work packages are grouped around different programme activities that the evaluator should look at. They define the subject and scope of the present call for tenders:

Work package 1 (WP 1)

Design, management and implementation at programme level

WP 1 is the **core of the programme's implementation evaluation**. It includes the examination of **the general design, the management and the implementation of the activities at programme level**, i.e. peer-learning in networks; capacity building for sustainable urban development – including tools and methods; knowledge uptake and sharing (communication). It also implies looking at different **actors at programme level** (beneficiaries/cities, experts, National URBACT Points, Joint Secretariat/Managing Authority, Monitoring Committee). It covers the **whole programme area**.

For the evaluation of the design, management and implementation at programme level the evaluator should **follow the intervention logic** of the **URBACT IV programme** with its **three aims** and the **related actions** and expected results (see Operational programme):

- (1) Use **transnational networks** to improve the capacity of European cities¹ to: (a) co-design and implement Integrated Action Plans (IAP) linked to common sustainable urban development challenges, (b) transfer established urban good practices, (c) design investment plans for replicating elements of Urban Innovative Actions.
Actions: *Action Planning Networks (APN), Innovation Transfer Networks (ITN), Transfer Networks, expertise support.*
- (2) Improve the **capacity** of urban stakeholders to design and implement sustainable urban development policies, practices and innovations in an integrated, participative and place-based way.
Actions: *URBACT Universities, National Campus, tools and methods, cross-cutting issues (digital, green, gender), expertise support.*
- (3) Ensure that URBACT **knowledge** and practice is made accessible to urban practitioners and policymakers (**communication**) to feed into local, regional, national urban policies, as well as EU support to sustainable urban development; and contributing to the Urban Agenda for the EU (UAEU).

¹ I.e. cities in Europe in general (not only in the EU), in line with the geographical coverage of the programme.

Actions: *URBACT knowledge hub, National URBACT Points, knowledge and communication strategy, campaigns and events (City Festival), expertise support.*

The evaluator should consider especially **the way how** the different **programme actions** are **contributing to the programme objectives** (e.g. with the project outputs and results), in order to revisit and check the intervention logic. The evaluator should analyse whether those actions are the right ones to achieve the programme's objectives (aims and expected results), and especially focus on how they are working, whether they are designed, managed and implemented well, or whether something should be changed.

The evaluator should have a **specific look** at the programme action of **expertise support**. The URBACT pool of validated experts is a **programme specific mechanism**. As a cross-cutting action it serves all three objectives (aims).

Note: WP 1 does not imply the evaluation of individual experts of the URBACT pool of validated experts as such. However, individual expert related tasks or features might be relevant for the evaluation of the overall mechanism of the URBACT expertise support and should be looked at, if and to the extent that they are relevant for the evaluation of the programme implementation as described above. There is also no evaluation framework yet for the evaluation of the individual expert support. This framework still needs to be developed. The implementation should give valid recommendations in that respect.

Note: WP 1 does not imply an evaluation of individual projects as such, i.e. the inner organisation and delivery of the projects or of project activities at project level. However, certain project activities might be relevant and should be looked at, if and to the extent that they are relevant at programme level and for the evaluation of the programme implementation as described above.

Note: WP 1 does not imply the cooperation with the European Urban Initiative (EUI), which is the subject of WP 2.

Work package 2 (WP 2)

Cooperation with the European Urban Initiative (EUI)

WP 2 is addressing a specific part of the design, management and implementation at programme level and implies the **cooperation** between the **URBACT programme** and the **European Urban Initiative (EUI)**.

For the evaluation of this cooperation the evaluator should examine the **capacity for collaboration** and the **synergies and complementarity** of the offer as well as the design, management and implementation of **joint actions** of the two instruments that serve the programme aims of **capacity building, knowledge sharing and communication**. This includes activities like the National URBACT Points (NUPs) and EUI's Urban Contact Points (UCPs), joint knowledge activities like EU City labs, joint trainings, joint communication activities (graphic charter, work plans), joint annual reports, joint sharing of knowledge and expertise (PORTICO).

Work package 3 (WP 3)

Pilot actions

WP 3 is addressing another specific part of the design, management and implementation at programme level and implies **newly designed** and implemented activities and instruments, such as **pilot actions** with a specific offer for IPA countries (Pioneer Accelerator for Albania, Bosnia-Herzegovina, North Macedonia, Montenegro, and Serbia) or for NDICI countries (Ukraine and Moldova).

For the evaluation of such pilot actions the evaluator should examine the design, management and implementation of the pilot actions and assess their **specific risks and benefits** as well as their overall results. Although the pilot actions are specifically related to and aiming at **capacity building**, the overall examination should identify general **lessons learnt** for other (standard) actions and/or future programme activities and the future programming period.

5.4 Evaluation questions

The **evaluation questions and criteria** should be the most suitable, effective and appropriate for reaching the **evaluation objectives**.

The **seven evaluation questions** mentioned below – see number 1a) to 3) – are **indicative** and serve as a **guideline** for the evaluation. They are based on certain **assumptions** about the programme's implementation and the expected benefits, especially from the **users' perspective**. The underlying sub-questions and reasonings serve to further specify how the different **programme actions and their interplay** could be examined in order to answer the evaluation questions.

The **bidders should specify in their offers a methodology** how to assess and further sharpen the evaluation questions on the basis of the underlying assumptions, sub-questions and reasonings, in order to validate the evaluation questions for the inception report.

Questions in WP 1 – Design, management and implementation at programme level

1a) Is the programme offering the optimal learning space for cities?

- How does the overall design of the **transnational networks** and their different types and lifecycle serve the objectives of the programme to promote integrated sustainable development in cities and to improve cities' policies? Considering the many generations of URBACT networks, has the optimal network constellation been found, or are there still major innovations needed? How are the project implementation requirements and the project guidance for transnational networking designed and do they meet the cities' needs? What are the major difficulties faced by the beneficiaries?
- How are **capacity building** activities (including tools, guides, methods, cross-cutting principles) contributing to the programme's objectives? Are other types of capacity building activities needed for beneficiaries? What is the EU added value of the URBACT method? How are capacity building activities meeting the cities' needs? Are they also effective beyond the immediate beneficiaries (local partners, other cities)? What are the major difficulties faced by the beneficiaries?
- How satisfactory is the **expertise** support through the URBACT pool of validated experts? Does this mechanism work well and how does it contribute to the programme objectives? Is the expertise targeted/tailored enough to different national specificities and to the cities' needs? How does the pool

evolve (how is it set up, how many experts are and stay validated, how often are they contracted by the projects/by the programme, for which topics)? How is the validation process of the experts working, is it efficient? How could the quality of the expertise be ensured?

- How well does the programme foster the **local involvement** of stakeholders and citizens? Does the programme promote the participatory approach through the project partners in a satisfying way, so that they are able to manage the local participation and cooperation well and to involve the local partners in a co-creation process?

1b) Is the programme's knowledge accessible and usable for urban practitioners and policymakers?

- How are **knowledge** activities contributing to the programme's objective? How are they meeting the cities' needs? How are they aligned with the overall European objectives for sustainable urban development as set out in the Cohesion policy regulations and the Urban Agenda of the EU?
- Are the programme's **communication** activities (including the communication strategy, campaigns, events, website, newsletter and social media posts) adequate and enough to reach European cities and urban policy-makers? Are other types of communication needed for beneficiaries and cities? How do they increase the visibility and recognition of the programme and the URBACT method with the different target groups (including local partners, other cities)?
- How are the **National URBACT Points (NUPs)** contributing to the programme's objectives? How well do they support the national networking of beneficiaries? Are their missions relevant and effective for cities? How effective are the NUPs in targeting beyond the immediate beneficiaries, i.e. in involving other local partners and addressing other cities? How well do they advocate for the city's needs towards partners at the national and European level?
- How does the **expertise** support contribute to the programme's actions on knowledge and communication? Are other types of expertise support needed to meet the programme's objectives?

1c) Is the programme making cities a simple and attractive offer?

- Are there real improvements in terms of **simplification** of the programme or is it only a slow evolution? Are the actions taken (e.g. simplified cost options – SCOs, control methods; to be listed) in order to reduce administrative burden and to optimise the programme, especially for the beneficiaries, bringing real results? Which other actions, especially from other INTERREG programmes, could or should be considered to achieve even better results?
- Are the **contractual obligations** from the Managing Authority to the beneficiaries (Lead Partners and Project Partners) suitable and is the relation and communication through the IT platforms working well? How are contract provisions and management meeting the cities' needs? How is the contractual relation between the Managing Authority and the Lead Partners and between the Lead Partners and the Project Partners working? Is the

contracting system and the financing mechanism for networks (transferring the funds entirely to the Lead Partner, who is then redistributing them to Project Partners) efficient, or does it add unnecessary administrative burden? Would it be more viable for the programme to pay individual Project Partners directly? At the project level, managing three different funds (ERDF, IPA and NDICI) can also be a challenge. Is this system easy for beneficiaries and lead partners to handle, or does it create difficulties?

- How are **testing actions** contributing to the attractiveness of the programme's offer? Should the programme allow for other ways of testing or investing?
- How do the **calls for projects** including the guidance for applicants and the communication, the way of the project assessment and the project selection ensure a good range of projects? What are the necessary resources needed for cities to be able to fully participate and benefit from URBACT (e.g. human and financial resources, political support, competences, expertise/consultancy, networks, partners)? What are barriers for cities to join URBACT activities?

1d) Is the programme well managed?

- Is the overall **management and control system** efficient? Do the programme management system and related structures work in an effective and efficient way (including reporting, certification, reimbursement, contracting and payments)?
- The URBACT Programme is financed through three **different funds: ERDF, IPA, and NDICI**, each with specific co-financing rates. The ERDF co-financing rates vary based on the region's development level, while IPA and NDICI have their own co-financing rules. Does this three-fund structure create additional administrative complexity, or is it manageable? Would a single-fund approach simplify the process?
- Do the **Monitoring Committee, Managing Authority and Joint Secretariat** work well (meetings, work processes, decision-making), and do the programme authorities work well together?

1e) Is the programme improving the performance of Cohesion policy in cities?

- How are the **programme authorities** ensuring that the implementation of the programme's actions is contributing to Cohesion policy and its key principles?
- How are the **programme activities** listed above contributing to the implementation of Cohesion policy and improving its effectiveness in the areas benefitting from URBACT's support?
- Is the **implementation progress** in line with the indicators fixed in the Operational Programme (performance framework)?

Questions in WP 2 – Cooperation with the European Urban Initiative (EUI)

2) Is the programme making best use of the cooperation with the EUI for cities?

- How are the two instruments working together? What is the **capacity** of the two instruments for collaboration and cooperation (e.g. in view of target groups, methods, processes, objectives, resources)?
- Is the programme **maximising synergies** with the EUI? How are synergies being used between the two instruments? Are positive effects achieved through the cooperation that contribute to the URBACT programme's objectives? Could they be strengthened in the future, or what should be changed and improved? How does the cooperation contribute to the development of the programme's knowledge hub? How is the recruitment (validation) and management of the URBACT pool of experts working in relation with the EUI? Are the processes streamlined and coherent, also from the expert's perspective?
- Is the programme **maximising complementarities** with the EUI? Where do the two instruments have distinct offers and how are they perceived by the programme's target audience? Are the two instruments with their main features and unique selling points "readable" for the users? Where can complementarities and coherence of the offers be found in the programme, and to which degree? Could they be strengthened in the future and how?

Questions in WP 3 – Pilot actions

3) Are the pilot actions successful and leading to the necessary innovations in the programme?

- How does the programme address the specific **needs of cities from IPA or NDICI countries**? How is the programme responding to the cities' expectations from the support and does the programme offer the right opportunities?
- What are the specific risks and benefits as well as the **overall results** of the pilot actions?
- What **lessons learnt** could be drawn for the standard offer of the programme? What recommendations could be developed for future programme activities and the future programming period? What lessons can be learnt especially from the systemic simplification efforts done in the pilot actions (simplified cost options, performance/need based approach)?

5.5 Evaluation methodology, criteria and data

The **tools and methods** for the implementation evaluation should be **specified by the bidders in their offers**.

The **methodology** proposed should be the most suitable, effective and appropriate for answering the evaluation questions and reaching the evaluation objectives. If necessary the methodology proposed in the offer will be **further outlined** and detailed in the **inception report**.

The methodology should **include at least** the following elements:

- a) The methodology should **follow the work process** and the different actions of the programme that is determined by the **schedule of the URBACT network (project) cycles**. The methodology should also address how to **sequence** the different

evaluation work packages and the reports, in order to ensure **timely results** and recommendations on follow-up activities.

- b) The evaluator should propose a valid method how to assess, amend and validate the **evaluation questions** together with the **evaluation criteria**. All 5 evaluation criteria of the Better Regulation Guidelines should be considered in the overall implementation evaluation: **relevance, effectiveness, efficiency, coherence** (internal and external) and **EU added value**. The bidders should specify in their offers how to best assess and group the criteria in relation with the evaluation questions, and how to best **group the findings** for the presentation of the results. All indicated evaluation questions (as validated in the inception report) should be answered for the maximum amount of criteria possible and suitable.
- c) The methodology should **include different methods** like desk research, consultation with the projects and programme stakeholders, surveys, semi-structured interviews, case studies, workshops, focus group meetings, etc. The methodology should suggest the methods with motivation, based on available data, considering their strengths and weaknesses and how these will be addressed. A mix of qualitative and quantitative methods can be suggested. The methodology should describe how the methods will be combined.
- d) The methodology should include a **list of the type of data** that will be used. The bidders should explain for what purpose the data will be used. In case the data is not already available (see below), the bidders should explain how the data can be obtained in an efficient and suitable way.
- e) The methodology should reflect how to address and involve best the different **target groups** of the evaluation, i.e. the **programme users** as well as the **programme authorities**.

In order to identify the programme's effects on **cities of different characteristics**, the evaluation of the programme actions shall – where possible and suitable – be differentiated by **city-size**, and also by other categories, such as old versus new EU Member States and partner countries, different forms of governance (**other types of public organisations** than town/city halls, metropolitan areas, municipal agencies and public companies, intermunicipal cooperation), with a specific look at **Article 11 cities**².

In particular, the evaluation should analyse and report in a differentiated way the **participation of cities of all sizes** and also the **programme's effect on cities of different sizes** and characteristics, in order to have a better view on the programme's implementation within different types of cities. URBACT generally uses a **simple city typology** of large cities (> 100.000), medium-sized cities (50.000 – 100.000) and small cities (< 50.000), which should be followed as most of the data is available for these categories.

Development **over time** should be looked at as well, as the perception is that more and more small cities profit from URBACT.

² Article 11 of Regulation (EU) 2021/1058.

- f) The methodology should also describe how the **recommendations and lessons learnt** for improving the **current programme implementation** and for the **future programming period** will be developed.

To this end, the involvement of **external and programme experts** should be considered, in order to give input and review the deliverables at different stages of the evaluation.

- g) The evaluator should also propose how to ensure **different viewpoints** on the three different work packages, while also looking for ways how the different findings especially from **work package 1 and 2** can be best **combined** (as they are rather intertwined) in view of lessons learnt and presenting recommendations. The evaluator should also suggest how to combine the results from **work package 3** with the other findings for the **final report**.

Available data

The URBACT Secretariat will provide the contractor with access to the **necessary and available data** for the purpose of the evaluation. In particular, the following relevant information is available at programme level:

- Programme main features and bodies (programme documents, rules and procedures, management and control system, audit system, MC documents)
- Programme information (inhouse data on indicators, surveys, questionnaires, URBACT stakeholder consultation 2024)
- Project information (project cycle, project data and programme statistics, financial data, project reports, project outputs)
- Programme communication (communication strategy, communication work plans, URBACT website)
- Project communication (URBACT website)
- Previous (URBACT III) evaluation documents and programme statistics.

5.6 Evaluation timetable

The **maximum duration** of the overall implementation evaluation is planned for **36 months**. The timetable for the three work packages is generally planned as indicated below. A more detailed **planning** and sequencing of the work packages should be **proposed and specified by the bidders in their offers**.

The **timing and sequencing of the work packages** should be the most suitable, effective and appropriate for answering the evaluation questions and reaching the evaluation objectives. If necessary, the timetable proposed in the offer will be **further outlined** and detailed in the **inception report**.

The timetable should **consider at least** the following elements as a guideline:

- The implementation evaluation in **Work package 1 – Design, management and implementation at programme level** is planned **from summer 2025** to summer 2026 (duration of **ca. 12 months**), with an interim report (in early stage) to be submitted by the end of 2025.
- The implementation evaluation in **Work package 2 – Cooperation with EUI** is planned **from summer 2025** to beginning of 2026 (duration of **ca. 6 months**), with an interim report (in early stage) to be submitted by autumn 2025.

- The implementation evaluation in **Work package 3 – Pilot actions** is planned **from early 2026 to early 2027** (duration of **ca. 12 months** for the specific IPA offer, with an interim report (in early stage) to be submitted by summer/autumn 2026. The implementation evaluation of other pilot actions such as the specific NDICI offer or of other specific programme actions is planned **from late 2026/early 2027** to max. early 2028 (duration of **max. 12 months**).

The indicated timelines for the work packages are following the **timetable of the URBACT actions**, which are strongly linked with the planned **schedule for the URBACT networks (projects)**.

The **schedule of the URBACT networks (projects)** is planned as follows:

Type of networks	Launch of the call	Results of the mid-term review of the projects	End of the projects	Closure reports of the projects
Action Planning Networks (first call)	January 2023	January 2025	December 2025	April 2026
Innovation Transfer Networks	January 2024	October 2025	August 2026	December 2026
Transfer Networks	April 2025	July 2026	March 2028	July 2028
Action Planning Networks (second call)	2 nd quarter 2026	2 nd quarter 2028	1 st quarter 2029	3 rd quarter 2029
<i>Specific IPA offer</i>	<i>December 2024</i>		<i>September 2026</i>	<i>January 2027</i>
<i>Specific NDICI offer</i>	<i>Autumn 2025</i>			

Special requirements for the timetable for specific Work packages:

The evaluation in **Work package 1** should **at the very beginning** of the evaluation also check the **lessons learnt from URBACT III** and previous evaluations (especially the **ex-post evaluation**), so that shortcomings are identified and can be addressed as soon as possible. If lessons learnt have not been taken up, or if mistakes are being repeated, follow-up activities to rectify the shortcomings should be proposed as soon as possible.

The evaluation in **Work package 1** should **first focus on** the evaluation of the **first round of Action Planning Networks**, as data is already available (reports, MTR), so that first follow-up activities and recommendations can be taken up in the second call for Action Planning Networks, and – if suitable – also in the final phase of the ongoing networks, as well as for the preparation for the next programming period.

The timetable proposed by the evaluator for the **Work packages 1 and 2** should ensure that **first results** (presented in the interim reports in an early stage) are delivered in such a way that they are **suitable to be used for follow-up activities** for the preparation of the second call for Action Planning Networks and – if suitable – also in the final phase of the ongoing networks, as well as for the preparation for the next programming period.

5.7 Tasks to be carried out

The evaluator must carry out the following tasks:

- Project and team coordination
- Participation in and preparation and documentation of coordination meetings with the MA/JS and in meetings with the Evaluation Steering Group meetings (upon invitation); in total, 8 in-person coordination meetings are foreseen (with the MA/JS in Paris and with the ESG in a European city)
 - o The first in-person coordination meeting (kick-off meeting) shall be organised between the contractor and the URBACT Secretariat in Paris (FR) within 3 weeks following the date of the notification of the contract. During this meeting all relevant elements from the Terms of Reference will be discussed, as well as the methodological approach and tools, the time plan of the assignment as well as the contents of the first tasks to be implemented, and the precise working arrangements.
 - o In addition to the in-person meetings, regular online coordination meetings and e-mail exchanges with URBACT Secretariat shall ensure regular updates on the progress of activities.
- Taking stock (literature review, data analysis and performance review)
- Refining the evaluation questions
- Refining and updating the methodology, finalising the selection of methods and tools to be used (defining the number of case studies to be carried out, the number of workshops (in-person/online) to be held, the number of surveys and interviews to be carried out)
- Scheduling the evaluation work
- Carrying out the evaluation work as described in the 3 work packages and according to the agreed methodology, including preparation and documentation work
- Drafting and finalising evaluation reports and other deliverables.

ARTICLE 6. PERFORMANCE PROVISION

6.1 Methods of execution

For **in-person meetings and workshops**, at least two members of the expert team have to be present who are fluent in English.

For **coordination meetings** with the MA/JS, the agenda and materials must be shared at least one week before the event, to give time for MA/JS to read them before the meeting.

For **meetings with the Evaluation Steering Group**, materials must be shared at least two weeks before the event.

For **workshops and focus group meetings**, the agenda, the invitation, a workshop scenario and the materials must be shared in due course before the event.

In addition to the 8 in-person coordination meetings foreseen, **online coordination meetings and e-mail exchanges** between the contractor and the URBACT Secretariat shall ensure regular updates on the progress of activities, in order to monitor the delivery of tasks and to adapt the planning if necessary.

Clear and detailed **documentation** of the meetings and workshops must be provided by the experts.

6.2 Place of service delivery

Place of service delivery is in France, at headquarters of the contracting authority.

6.3 Composition and profiles of the evaluator team

The contractor evaluator team is the one presented in its offer. It is conducted by a **project's leader/team leader** acting as the main contact person for the MA/JS.

The **evaluator team** shall include:

- Min. 3 members, i.e. one individual evaluation expert per work package, each with at least 3 years of experience in the field of evaluating European territorial cooperation programmes, each being proficient user of English and with relevant experience in the field of urban/local development
- At least 1 member with EN C1 level
- Max. 7 members in total.

The bidders shall submit in their offers a **detailed description of the entire evaluator team** proposed, including a description of all the **profiles** and especially their prior experience relevant for the envisaged tasks (e.g. in design and leading evaluations of European programmes, data analysis skills, knowledge of the urban dimension of Cohesion policy and sustainable urban development, technical competences in a specific relevant sector, process management skills and language proficiency).

Curriculum vitae shall be supplied for **all members** of the evaluator team. The CVs should use the European format (provided for under the following link <https://europa.eu/europass/en/create-europass-cv>) and **not exceed 5 pages**, shall mention the higher educational background, the professional qualification and experience, the language skills (especially of English and other relevant European languages) and any relevant skills/knowledge/experience necessary for the execution of the contract depending on their involvement in the related work packages (e.g. audit of ERDF-funded programmes and ETC programmes in particular, audits of computerised programme management systems, legal advice on topics governed by EU-regulations and directives).

The contractor guarantees that the staff of the evaluator team will remain **independent of the URBACT programme** in order to avoid any conflict of interest. If a member of the evaluator team is involved in one way or another in an operation to be evaluated, the contractor must

immediately inform the MA/JS and propose solutions to the conflict of interest as early as possible.

Any **change in the evaluator team** (including its number or composition) shall be notified in due time and approved by the MA/JS.

The bidders shall submit in their offers a detailed description of the management arrangements, including a description of the **specific roles and responsibilities** of all the members of the evaluator team, and a **breakdown of the person days by task** and team member (at least senior and junior).

The **MA/JS** as commissioning authority will be the **main point of contact** for the evaluator team. It will provide information, data and contacts to relevant stakeholders, as well as comments on all the deliverables (in consultation with the Evaluation Steering Group), and assess the evaluator team in all the steps of the evaluation.

6.5 Evaluation of the holder

At the end of the service, the holder(s) is/are evaluated by the ANCT in accordance with the evaluation grid annexed to this CCP.

In the event of an unsatisfactory general score, a rebate may be applied in accordance with article 11.2 of the CCP.

The holder is informed that these evaluations may be published, without prejudice to industrial and commercial secrecy, private life secrecy and business secrecy. This publication will be carried out in accordance with the rules applicable to the communication of administrative documents, and in particular with regard to the rules provided for by the code of relations between the public and the administration and specified by the Commission for Access to Administrative Documents (CADA).

ARTICLE 7 – OBLIGATION OF THE HOLDER AND OF THE CONTRACTING AUTHORITY

7.1 Obligation of advice and information for the holder

The holder is bound by a permanent obligation of advice and warning, relating to the hardware, software and services provided. The holder has an obligation to advise or alert if he becomes aware, during his interventions, of potential disturbances or malfunctions in the context of the service. This obligation of advice incumbent on the holder is spontaneous. The latter must, on its own initiative, communicate to the ANCT any information enabling it to prevent any obstacle to the proper execution of this contract.

This obligation to advise may result in the production of a report which describes the risks and threats and proposes actions to reduce them.

In the event that the holder does not respect this obligation, it cannot rely on an inconsistency in the market to exempt itself from its contractual obligations.

7.2 Professional Confidentiality

For the execution of this contract, the holder is subject, beyond compliance with article 5.1 of the CCAG-PI, to professional secrecy as well as an obligation of discretion, including after the expiration of the contract. It undertakes to respect and ensure respect by its employees, partners, collaborators, and possible subcontractors, the confidentiality of the facts,

information, information, studies and other documents that it may hold or become aware of in the framework for the execution of the missions entrusted to it on the basis of this contract.

Throughout the execution and including after the expiration of the contract, the information, documents or objects given to the holder in the exercise of his service as well as the supports established during the execution of the framework agreement, cannot, under any circumstances, be communicated to third parties, nor to members of the company not participating in the dedicated team, unless expressly agreed by the ANCT. Under the same conditions, the holder cannot disclose any information, in writing or orally, on the files and matters he handles. The holder cannot make any public comments, orally or in writing, on the files and matters entrusted to him, without express authorization from the ANCT.

The data that the service provider and consultants collect from the ANCT or third parties with whom they exchange for the purposes of their service are used for the sole purpose of carrying out this same service. Any use for any other purpose is prohibited.

When the services are to be performed under specific confidentiality conditions, the holder must observe the specific provisions communicated to him by the ANCT. He cannot claim compensation for this reason unless he provides proof that the conditions imposed on him made execution more difficult or more onerous.

The holder must take all measures to ensure the conservation and protection of the elements given to him and which are of a confidential nature. In the event of paper delivery of documents, the premises must be subject to protection measures against intrusions, disasters and other incidents. If electronic documents are held, the holder must ensure that all measures are taken against intrusions and hostile applications. He must immediately notify the ANCT of any disappearance as well as any incident that could result in a violation of confidentiality.

At the end of the service or in the event of early termination of the contract for any reason whatsoever, the information and all documents received by the holder must be returned to the ANCT. The holder undertakes not to keep any copies of the documents returned on any medium whatsoever, with the exception of those which are strictly necessary to comply with the legal, regulatory and ethical provisions to which it is subject.

In the event of non-compliance with the above-mentioned obligations and regardless of any disciplinary and criminal sanctions potentially incurred, the holder is exposed to termination of the contract at his sole discretion.

The ANCT may ask, at any time, the holder to return the elements or confidential information media which may have been provided to it.

The holder agrees, in application of article L. 151-5 of the commercial code, that all the documents of his offer and those linked to the execution of the contract may be disclosed by the ANCT to a third party, the condition that this disclosure proves necessary, in particular for the purposes of providing advice or assistance to project management, monitoring the services provided or in the event of the award of a replacement contract. The ANCT undertakes, where applicable, to obtain from this third party all necessary assurances regarding the implementation by the latter and its possible subcontractors of effective measures to protect information covered by business secrecy. The ANCT informs the holder in writing 15 days before disclosing such information, specifying the reason, the duration as well as the information and documents concerned.

The holder cannot take advantage of the services carried out within the framework of this contract for the purposes of promoting its activity or commercial prospecting other than in a mention of the "customer reference" type and under the following conditions:

- Absence of use of the reference as a brand to identify a service;
- Absence of use of the reference to give greater quality to a service
- Indication as a reference can only be made during the life of the market
- Use of a standard logo consistent with the ANCT graphic charter;
- Use of the reference only for commercial leaflet type use, without particular emphasis on the reference (e.g. logo larger than the others);

- Absence of accompanying text or other mention on the reference

If one of these conditions is not respected, the holder may be sanctioned on the basis of non-compliance with the confidentiality clause, trademark law, civil liability law (unfair/parasitic competition) or even of consumer law (deceptive commercial practice).

7.3 Ethical obligation

The holder carries out the services with probity and integrity.

They ensure that any conflict of interest is prevented or immediately stopped, defined as a situation of interference between a public interest and public or private interests which is likely to influence or appear to influence the independent, impartial and objective exercise of their professional duties.

The holders and staff of the ANCT responsible for monitoring this contract undertake to respect all applicable ethical measures in the context of the execution of the services.

All parties must be up to date with their ethical obligations, particularly for former public officials. Beyond applicable criminal proceedings, the ANCT may be required to exclude from monitoring this contract any person (holder or ANCT staff) who does not comply with these rules.

Before each mission, the holder, co-contractor or subcontractor completes Annex of the CCP certifying the absence of conflict of interest or identifying potential existing conflicts. It is communicated to the ANCT without delay, for all members of the team mobilized to carry out the services. The annex is also completed by the company as a legal entity. This declaration is completed regardless of the status of the company involved: agent, co-contractor or subcontractor. The ANCT may rule on the declarations transmitted and take appropriate measures to put an end to any conflict of interest (request for replacement, making it impossible to honor the order, etc.).

In the event of a substantial modification of the interests held during the service, the service provider and the consultants update their declaration within fifteen days and according to the same terms.

Throughout the execution of the contract, the holder is required to declare under his responsibility to the ANCT any situation likely to constitute a conflict of interest.

The holder undertakes not to offer to ANCT staff rewards in kind which would result in non-compliance with ethical principles. Behavior, active or passive, aimed at benefiting or providing any advantage through a reward in kind (meals, invitations outside of a professional setting, individual gifts, etc.) is thus prohibited. Any canvassing action or invitation to promotional events by the holder with the ANCT is prohibited.

Canvassing or prospecting actions are prohibited.

Missions carried out free of charge (so-called pro bono) for the benefit of ANCTs must not give rise to any compensation. Any pro-bono mission or skill sponsorship must be authorized by the secretary general of the ANCT.

No resale right can be granted to the provider of a pro-bono mission.

In the event of failure to declare a conflict of interest or failure to comply with the obligations of this article, penalties may be applied. In the event of a serious and repeated conflict of interest, or lack of declaration, the contract may be terminated.

7.4 Holder obligation

The holder undertakes to ensure that the proposed team demonstrates availability and stability in its composition.

Any change in the composition of the team of speakers must obtain the prior agreement of the ANCT. The proposed replacements must have at least the same level and qualifications

equivalent to those they succeed. No replacement can result in a change in the price of the services.

The holder undertakes to replace, as quickly as possible, any member of the team responsible for carrying out the mission who fails. This replacement is done without any price change.

The holder informs the ANCT in real time of any difficulty encountered in the execution of the services and ensures the continuity of the execution systems.

The holder undertakes to carry out the services assigned to him in accordance with the best practices of the profession and to provide the solutions best suited to the needs expressed.

The holder undertakes to:

- Create all the material and human conditions so that training can take place satisfactorily;
- Have the services carried out by qualified personnel, in accordance with the stipulations of the market. The holder is responsible for his staff in all circumstances and for whatever reason;
- Ensure compliance with the execution conditions by its providers;
- Request the ANCT only for the purposes of the proper execution of the services for which it is responsible under this framework.

The holder must inform its possible subcontractors of the confidentiality obligations.

7.5 Result obligation

The holder is subject to an obligation of result.

In the event of non-performance, poor performance or delay in the performance of these obligations, the holder may be subject to the penalties provided for in Article 16 of this CCP.

7.6 Environmental clause

The ANCT, keen to engage in a sustainable development approach, pays particular attention to the measures taken to protect the environment.

All deliverable documents must preferably be made available in electronic format (PDF format or equivalent) and/or on recycled or eco-labelled paper media guaranteeing the use of wood from sustainably managed forests (examples: FCS label, PEFC or equivalent).

The holder must strive to contribute, as far as possible, at the limitation of greenhouse gas emissions for the execution of its mission (transport, supplies, holders, energy consumption).

7.7. Working language

The official language of the URBACT IV programme is English. The official language is used in applications, evaluations, management and refund procedures as well as communication between candidates and management bodies (Managing Authority, Joint Secretariat, and Monitoring Committees).

In compliance with Article 82 of the Regulation (EU) No 2021/1060, the documents shall remain available for a period of 5 years from 31 December following the submission of the last accounts submitted by the programme to the EC.

ARTICLE 8 – DELIVERABLES

8.1. Deliverables

All deliverables will be in **English** and comply with the **URBACT's graphic charter**.

For the implementation evaluation, the following **documents** will be delivered:

- a) Inception report
- b) Interim reports (in an early stage) – separate for each work package
- c) Interim reports (in a final stage) – separate for each work package
- d) Final report
- e) Summary of major findings and recommendations from the final report (a factsheet or short note as policy brief for policy- and decision-makers at EU, national and programme level).
- f) Summary of major findings and recommendations from the final report (a factsheet or article as executive summary for follow-up activities at programme and project/local level) with illustrations, photos, storylines, testimonials and main recommendations for implementation and dissemination purposes.

Validation of the reports

The **drafts** of all the above-mentioned reports will be discussed with the **Evaluation Steering Group (ESG)**. After amendments, the final version will be **validated by the ESG**. The evaluator can be asked to present the (draft) interim and final reports to the Monitoring Committee, or to provide supportive material (e.g. a power-point-presentation) for the presentation to the ESG and MC.

The **final report** will be discussed with the Monitoring Committee and, after necessary amendments, **approved by the Monitoring Committee**.

Structure and sequencing of the reports

The **main structure and timing** of the reports should be **specified by the bidders in their offers**.

The reports should **include at least** the following elements:

a) **Inception report**

The evaluator will provide an inception report within **8 weeks after the kick-off meeting** with the URBACT Secretariat. The inception report will include at least:

- A description of the evaluator's own understanding of the evaluation process.
- A review of the evaluation questions. The list of questions proposed is indicative and not limited. The evaluator should amend, complete and detail the list of questions.
- A description of the methodology of work and the methods/tools that will be used to answer the evaluation questions.
- A proposal how the lessons learnt from URBACT III and previous evaluations (especially the ex-post evaluation) could be taken up, so that shortcomings are identified and can be addressed as soon as possible. If lessons learnt have not been taken up, or if mistakes are being repeated, follow-up activities to rectify the shortcomings should be proposed as soon as possible.
- A description of the data needed in addition to the data provided by the URBACT Secretariat.
- A workplan including the activities to be implemented, the milestones, deliverables and deadlines, as well as the role and responsibility of each team member.
- An outline of the structure of the deliverables.

b) **First interim report**

A first interim report will be presented for each work package separately in an **early stage of the work package**. This first interim report will contain at least:

- A first evaluation of the programme implementation (including the methodology and data collected and used, the first findings, their assessment and first conclusions).
- First recommendations to be used for the future development of the URBACT IV programme: design of the second call for Action Planning Networks to be launched at the end/mid of 2026, capacity building and knowledge activities for the second part of the programming period.
- A reflection on the further evaluation process, potential shortcomings or gaps, and proposals for eventual adaptations, also in view of the integration of the three work packages.

c) Second interim report

The second interim report will be presented for each work package separately in **a late stage of the work package**. This second interim report will contain at least:

- A thorough evaluation of the programme implementation (including the methodology and data collected and used, the consolidated findings, their assessment, proposals for conclusions to be drawn).
- Recommendations to be used for the last phase of the URBACT IV programme implementation: capacity building and knowledge activities, other follow-up actions.
- Recommendations for the future (post 2027).
- A reflection on the last phase of the evaluation process, proposals for eventual adaptations to overcome eventual shortcomings and gaps towards the final report, also in view of the integration of the three work packages.

d) Final report

The final report will be presented **at least 1 month before the end of the contract**. The final report will include at least:

- A description of the evaluation process and the methodology and data used.
- A comprehensive programme evaluation answering the evaluation questions of the 3 work packages.
- It will feed into the impact evaluation, to be submitted by 2029.

8.2 European information relating to deliverables

All documents produced within the framework of this contract show the logo of the European Union according to the visual identity manual of the programme.

8.3 Quality requirements

The documents must be written in English in a clear and accessible style (including graphs and tables). The holder undertakes to carry out particularly careful proofreading of the documents in order to eliminate typographical and spelling errors. They are provided in an open, reusable format. The documents which are communicated to the holder when the service starts are likely to be adjusted following feedback from the various partners involved in this market.

ARTICLE 9 - OPERATION CO-FINANCED BY EU FUNDS

The URBACT program is co-financed by the European Regional Development Fund (ERDF) with a budget of €79.679 million, by the Instrument for Pre-Accession Assistance (IPA III) with a budget of €5 million and by the Neighbourhood Instrument, development cooperation and international cooperation - Europe in the world (IVCDI - Europe in the world) with a budget of €2 million for the period 2021-2027.

The holder of the contract for which the ANCT receives assistance under the ERDF from the various European funds must submit to controls carried out by the authorized regional, national or community bodies.

He must be able to justify, during and after completion of the operation, the physical reality of the service and its compliance with the contractual documents cited in article 2 of this CCP. The contract holder is required to provide, upon request, any document justifying the performance of the service.

It keeps the documents justifying the reality of the service for which the ANCT benefits from assistance from the European funds.

ARTICLE 10 – REPRESENTATION OF THE PARTIES

10.1 Contracting Authority contact persons

The contact persons within the Joint Secretariat are the following:

- Technical correspondents: Margit TUENNEMANN, Senior Policy Officer, m.tuennemann@urbact.eu, Teofil GHERCA, Programme Director, t.gherca@urbact.eu.

- Administrative and financial correspondent: Ettie-Kaly PETETOT, Contracting and Finance officer, URBACT Secretariat: e.petetot@urbact.eu.

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

10.2 Representative of the holder

The contractor designates a single contact person in charge of coordinating services, authorized to represent him before the contracting authority as well as a replacement, in the event of his absence. This pair of contacts is mentioned in the holder's offer. This representative acts as project manager. He monitors and coordinates the interventions of the holder's staff and has all the power to act on behalf.

ARTICLE 11 - ACCEPTANCE OF SERVICES DELIVERED

ANCT is responsible for establishing and certifying the service provided (verification, reception, deferral, correction or rejection operations).

Verification operations are carried out in accordance with the reference CCAG. The decisions of reception, postponement, revocation and rejection apply in accordance with the reference CCAG. The general principles of these articles are recalled and supplemented below.

11.1 Verification operation

11.1.1 Nature of verification operations

The purpose of the quantitative and qualitative verification operations is to enable the ANCT to check in particular that the holder:

- Implemented the means defined in the contract, in accordance with the requirements set therein;

- Carried out the services defined in the contract as being his responsibility, in accordance with the contractual stipulations.

11.1.2 Verification deadline

The ANCT has a period of two months to carry out checks and notify its decision of admission, postponement, admission with reduction or rejection. The starting point of the period is the date of submission by the holder, or delivery, of the services to the ANCT.

11.2 Admission, revision, reduction and rejection

At the end of the verification operations, the ANCT takes, within two months, a decision of admission, postponement, revocation or rejection. If the ANCT does not notify its decision within this period, the services are considered to have been accepted, with effect from the expiration of the period. In the case of a contract involving distinct services to be performed, each service is subject to separate checks and decisions.

11.2.1 Admission

The ANCT pronounces the admission of the services, if they meet the stipulations of the market. Admission takes effect on the date of notification to the holder of the admission decision.

11.2.2 Postponement

When the ANCT considers that benefits can only be admitted subject to certain clarifications, it may decide to postpone the admission of the benefits by a reasoned decision. This decision invites the holder to re-present the services developed to the ANCT within fifteen days.

The holder must make his acceptance known within ten days from notification of the postponement decision. In the event of refusal by the holder or silence maintained by him during this period, the ANCT has the choice of pronouncing the admission of the benefits with reduction or of rejecting them, under the conditions set out in the articles below, within a period of fifteen days from the notification of the holder's refusal or the expiration of the ten-day period mentioned above.

Silence maintained by the ANCT beyond this fifteen-day period constitutes a decision to reject the deliveries.

If the holder re-presents the finalized services, after the decision to postpone the reception, the ANCT again has the entire period provided to carry out verifications of the services, from their new presentation by the holder.

11.2.3 Reduction

When the ANCT considers that services, without being entirely in conformity with the stipulations of the market, can nevertheless be admitted as is, it can admit them with a price reduction proportional to the importance of the imperfections noted. This decision must be reasoned. Thus, in the event of an unsatisfactory evaluation of the service provider, a rebate may be applied.

The reduction can only be notified to the holder after he has been given the opportunity to present his observations.

If the holder does not present observations within fifteen days following the admission decision with rebuttal, he is deemed to have accepted it. If the holder makes observations within this period, the ANCT then has fifteen days to notify him of a new decision.

In the absence of such notification, the ANCT is deemed to have accepted the holder's observations and admission is deemed to be without reduction.

11.2.4 Rejection

When the ANCT considers that the services cannot be accepted as they stand, it shall declare them partially or totally rejected. The rejection decision must state the reasons on which it is

based. It can only be taken after the holder has been given the opportunity to submit his observations.

In the event of rejection, the contractor is required to re-perform the service provided within the contract.

ARTICLE 12. PRICES – PRICE VARIATIONS

12.1 Form of the prices

The unit prices excluding VAT and including VAT are firm and correspond to the BPU annexed to the act of commitment (ATTRI1). The holder who is not subject to VAT must indicate under which article of the general tax code he is exempt.

The prices refer to the performance of the services requested in the CCP.

12.2 Price variation

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:

$$P = P_o \times [0.15 + 0.85 \times (S/S_o)]$$

In which:

P = Revised price

P_o = Initial price

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

S_o = 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 following website: <http://www.syntec.fr/>

The price adjustment will be stopped at 2 decimal places.

The tenderer shall provide the Joint Secretariat with the elements retained for the price revisions and calculate the new revised prices. The URBACT Secretariat shall validate or invalidate the calculation within fifteen (15) days from receipt of the tenderer's proposal.

12.3 – Purchase orders

The issuance of purchase orders corresponds to a list of elements of the unit price schedule that can be ordered independently of each other.

Purchase orders are validated by the public entity and transmitted to the holder by any authentic means.

The execution time for each order form is set on the order form itself depending on the execution time for the services ordered.

The services are carried out by purchase orders as the needs arise. The contract is executed as and when purchase orders are issued. Issuing purchase bonds occurs during the term of the contract. The period of execution of the purchase order may not exceed three months from the end of the contract.

The purchase orders state:

- The number and title of the contract;

- The date and number of the order;
- The name and contact details of the holder;
- The references, quantity and title of the services ordered;
- The number of the work unit, its quantity, the details of the unit prices in reference to the BPU prices;
- The total amount of the purchase order including the price excluding tax, the amount of VAT and the price including tax.

By way of derogation from article 3.7 of the CCAG-PI, when the holder considers that the requirements of a purchase order notified to him require observations on his part, he must notify them to the signatory of the purchase order within a period of four (4) working days from the date of receipt of the order form, under penalty of foreclosure.

The starting point for the execution time of the order form is the date fixed therein.

When the holder is unable to meet the contractual deadline, he must formulate an express request for extension of the deadline clearly setting out the circumstances of the expected delay, the date of occurrence of the cause and the additional period requested under the conditions provided for in CCAG-PI.

ARTICLE 13. INVOICING AND PAYMENT PROVISIONS

13.1. Preparation of the invoice

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

- the reference to the present contract and the purchase order(s),
- the names and addresses of the contracting parties
- the number of the legal commitment
- the date and invoice number,
- the services provided and their unit prices,
- the total price of the service exclusive of VAT,
- the rate and amount of VAT,
- the total price of the service inclusive of VAT,
- bank account, as foreseen in the financial identification form of the holder.

Invoices along with all supporting documents should be sent to the ANCT - URBACT Secretariat through the CHORUS PRO invoicing platform:

[\(<https://chorus-pro.gouv.fr>\)](https://chorus-pro.gouv.fr)

This portal allows the holder to reduce costs and processing times, to secure exchanges and to work for sustainable development. This service is completely free of charge.

As a reminder, Ordinance 2014-697 of 26 June 2014 imposes an obligation to e-invoice issuers as of :

- 1 January 2020: for micro-enterprises.

Invoices will not be paid until after compliance control by the contracting authority of the services performed.

If invoices do not display the details allowing their identification or the supporting documents required under this contract are not attached or where requests for payment do not contain the

obligatory details referred to above, they will be rejected and the term of payment will be suspended.

13.2 Overall payment deadline and default interest

Failure to pay within the stipulated deadlines automatically and without further formality accrues default interest for the benefit of the holder or the subcontractor paid directly. The overall deadline for payment of invoices cannot exceed 30 days. In the event of late payment, in application of decree 2013-269 as of March 29, 2013), the creditor is entitled, without having to request it, to the payment of default interest at the rate of the refinancing rate. of the European Central Bank (ECB) increased by eight points and a fixed compensation for recovery costs of €40.

Any delays in payment do not constitute a lawful cause for suspension of the holder's obligations. Any refusal to perform services for this reason is likely to result in the unilateral termination, and without compensation, of the framework agreement or the contract by the public entity to the exclusive fault of the holder.

13.3. Payment provisions

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

If the holder benefits from a VAT exemption, invoices must include the words "VAT not applicable, and indicate the article of the General Tax Code concerned".

For the purchase order component, payment of services is made after completion of the services, upon production of an invoice from the holder and after the receipt of the service.

13.4 Advance

Unless refusal is expressed in the act of commitment, an advance may be granted for each purchase order whose amount is greater than €50,000 excluding tax and to the extent that the execution time for the services is greater than two (2) month.

If the duration of execution of the purchase order is greater than 2 months and less than or equal to 12 months, the amount of the advance is set at an amount of 10% of the amount including tax of the purchase order in question.

If the duration of execution of the purchase order is greater than 12 months, the amount of the advance amounts to an amount of 10% of the sum equal to 12 times the amount of the purchase order divided by the duration of the order expressed in months.

The amount of the advance cannot be affected by the implementation of a price variation clause.

Reimbursement of the advance begins when the amount of services performed by the holder reaches or exceeds 65% of the amount of the purchase order. It must be completed when the said amount reaches 80%.

This reimbursement is made by deduction from the sums subsequently due to the holder as a deposit or balance.

In the case where the holder or his subcontractor admitted to direct payment is a small or medium-sized enterprise mentioned in article R. 2151.-13 of the public procurement code, the rate of the advance is increased to 20 %.

An advance may be paid, at their request, to subcontractors benefiting from direct payment, following the same provisions as those applicable to the holder, with the particularities detailed in articles R.2191-6, R.2193-10 and R.2193 -17 to R.2193-21 of the Public Procurement Code.

13.5 Pledge or assignment of debts

The contractor and/or the subcontractor(s) benefiting from direct payment may pledge or assign the debts resulting from this contract in accordance with Articles L. 2191-8 and R. 2191-45 to R. 2191-63 and R. 2193-22 of the Public Procurement Code.

13.6 Co-contracting

In the case of a joint grouping, each member of the group shall receive directly the sums relating to the performance of the services for which it is responsible.

In the case of a joint and several grouping, payment shall be made to a single account, opened in the name of the agent, unless otherwise stipulated in the deed of commitment.

The representative of the consortium must sign the payment request.

The other provisions relating to co-contracting apply in accordance with Article 12 of the CCAG-PI.

13.7 Subcontracting

In accordance with the provisions set out in Articles L. 2193-1 to L. 2193-14 and R. 2193-1 to R. 2193-22 of the French Public Procurement Code, the contractor may subcontract the performance of certain parts of the contract provided that it has obtained from the ANCT the acceptance of the subcontractor(s) and the approval of its/their payment terms.

For each subcontractor submitted, where applicable, the contractor shall send the ANCT a document verifying the professional, technical and financial capacities of the subcontractor concerned, a declaration by the subcontractor indicating that it is not prohibited from accessing public contracts.

As soon as the special deed has been signed recording the subcontractor's acceptance and the terms of payment have been approved, the buyer shall notify the contractor and each of the subcontractors concerned of the copy of the special deed to which they are entitled. Upon receipt of this notification, the contractor shall inform the buyer of the name of the natural person authorised to represent the subcontractor.

The contractor is required to communicate the subcontract and any amendments thereto to the buyer, when the latter so requests. If the holder fails to produce it at the end of a period of fifteen days from the receipt of a formal notice to do so by the buyer, the contractor incurs a penalty equal to 1/3,000 of the amount excluding VAT of the contract or tranche concerned, possibly modified or, failing that, the amount of the purchase order concerned. This penalty applies for each day that the delay is made.

13.8 Grouping of service providers

The member of the group of economic operators, designated in the contract as holder, represents all the members of the group, vis-à-vis the buyer, for the performance of the contract.

In the case of a joint consortium, the holder shall, if the specific contract documents so provide, jointly and severally with each of the other members of the consortium in the latter's contractual obligations towards the buyer until the date on which its obligations come to an end.

In the case of a joint and several grouping, each of the members of the group is financially committed to the entire contract and must compensate for any default by the other members of the group.

In the event of default by the consortium's representative, the members of the consortium's are required to appoint a replacement. Failing this, and at the end of a period of eight days from the notification of the formal notice by the buyer to do so, the co-contractor performing the largest financial part remaining to be realized on the date of this modification becomes the new representative of the consortium.

ARTICLE 14 – INSURANCE AND LIABILITIES

In accordance with the provisions of Article 9 of the CCAG-PI, any contractor (including the holder and co-contractors) must prove, within fifteen (15) days of the notification of the contract and before any start of activities, that he has taken out insurance contracts whose guarantees make it possible to cover the full scope of the services covered by this framework agreement.

To do this, he or she produces a certificate establishing the extent of the liability covered, the guarantees taken out and any bodily injury, without limit.

The holder is responsible for any deductibles.

The holder is responsible for the conservation and use of all materials, equipment and premises made available to him by the public entity. The materials, equipment and premises made available to the holder may only be used for the purposes and within the limits provided for in this framework agreement.

Si un matériel ou un équipement mis à la disposition du titulaire est détruit ou endommagé, ou si un local mis à sa disposition est dégradé, le titulaire est tenu de le remplacer, de le remettre en état et d'en rembourser la valeur d'acquisition ou le montant des frais de reconstitution à neuf.

De même, le titulaire est responsable en totalité des dommages et accidents, de quelque nature que ce soit, à l'égard des biens et des personnes.

ARTICLE 15 – CHANGES WITH THE HOLDER

The contract holder is required to notify the ANCT or via the <https://www.e-attestations.fr> website without delay and in writing of any changes affecting the status of the company occurring during the performance of the contract and which relate in particular to:

- Persons with the power to bind the company;
- The company's company name or its name;
- To the company's address;
- The legal form under which it carries out its activity and generally any change affecting the operation or status of the company.

The holder is also required to communicate, without delay to the ANCT, any changes in the title of the bank or postal account to which payments of the sums due under this framework agreement are made

If he neglects to comply with these provisions, the holder is informed that the ANCT cannot be held liable for late payment of invoices presenting an anomaly in comparison with the information given on the deed of commitment or any other document provided by the holder, due to changes that have occurred within the company and of which the ANCT has not been aware.

15.1 Changes within the team

The incumbent takes the necessary measures to minimize the impact of any change in the dedicated team and in particular to ensure that any replacement operations do not affect training deadlines, deliverables, or the quality of services.

In the event of the departure of a contractor's contractor assigned to the performance of the services, the contractor shall take all measures at its own expense to replace this contractor, under conditions guaranteeing the continuity of the services and the holder's compliance with its contractual obligations, without being able to claim any price increase or compensation of any kind whatsoever. The contractor acknowledges that any delay or poor performance of the

services with regard to the CCAP, following a change of provider, constitutes a contractual breach likely to engage its liability.

Similarly, throughout the duration of the contract, the public entity reserves the right to request the replacement of one or more of the contractor's contractors, within a maximum period of five (5) days.

The non-approval of a contractor's contractor by the public entity cannot exempt the contractor from complying with its obligations. The replacement of staff cannot, under any circumstances, justify an increase in the cost of services.

15.2 Submission of administrative documents

Mandatory submission of the documents and certificates mentioned above in e-certificates

The holder must provide every six months, throughout the duration of the contract, the documents provided for in Articles D. 8222-5 or D. 8222-7 and 8 of the Labor Code.

The documents and certificates are submitted by the holder on the online platform, made available free of charge by the ANCT, at the following address:

<https://www.e-attestations.fr>

Penalties may be imposed on the holder if he or she fails to comply with these formalities. The amount of the penalties is, at most, equal to 10% of the amount of the contract, and may not exceed the amount of the fines incurred pursuant to Articles L. 8224-1, L. 8224-2 and L. 8224-5 of the Labour Code.

ARTICLE 16 – PENALTIES

Failure by the holder to comply with its contractual obligations may lead to a penalty.

The penalties are applicable by operation of law, without prior formal notice.

Penalties are not dischargeable. The contractor is therefore fully liable for its contractual obligations and in particular for the services whose non-performance has given rise to the application of penalties. He cannot consider himself released from his obligation by reason of the payment of the said penalties.

The application of penalties shall be carried out without prejudice to the ANCT's right to impose any other contractual sanction and in particular to have all or part of the contract carried out at the holder's expense and risk.

Penalties may be deducted from the advance payments made to the contractor throughout the performance of the services, when the statements of advance payments are drawn up, or constitute an element of the general statement.

16.1 Penalties for late performance of services

By way of derogation from the reference CCAG, failure to comply with the deadlines for the performance of the services, set in the contract by the contractor, will result in the application, without prior notice, of late payment penalties calculated according to the following formula:

$$P = V \times R / 200$$

In which:

P = the amount of the penalty;

V = the amount of the contract or intermediate deliverable;

R = the number of calendar days of delay.

The value of the services concerned may be calculated on the part of the services that are late or of the total number of services, if the delay in the performance of one part renders the whole unusable.

16.2 Penalties for Failure to Comply with Performance Conditions

By way of derogation from the reference CCAG, if the contractor is unable to assign the profile mentioned in its technical offer at the time of the start of a project, it incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the holder does not replace a speaker at the request of the ANCT within 10 calendar days of the reasoned request, the latter incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the contractor assigns a profile that does not correspond to the one mentioned in his technical offer during the project (or equivalent and accepted by the ANCT), he incurs a penalty calculated according to the following formula:

$$P = V \times R$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

16.3 Penalties for failure to declare a conflict of interest

In the event of non-transmission to the ANCT of the documents mentioned in Article 2 or more generally in the event of non-compliance with the obligations of Article 7.3, the holder incurs a penalty of €5000 for any omission of declaration or for any incomplete declaration or for any action contravening the obligations of this article (canvassing, unauthorized pro-bono, etc.).

In the event of repeated omission, serious and proven conflict, or repeated non-compliance with the obligations of Article 7.3, the contract may be terminated.

16.4 Penalties related to administrative obligations

In the event of a change in the name, status, bank or postal details or address of the holder (agent, co-contractor, subcontractors if applicable), without communication of this information to the ANCT within 30 days of the chargeable event, a penalty of EUR 50 per day of delay will be applied until the production of the documents necessary for the regularization.

16.5 Contract Monitoring Penalties

In the event of non-compliance with the deadline or non-compliance with the obligations to monitor the contract, a fixed penalty of €500 is applied.

16.6 Penalties related to non-compliance with the regulations applicable to the protection of personal data

In the event of non-compliance with the obligations arising from the regulations on the protection of personal data and in accordance with the elements indicated in the GDPR annex of this document completed during implementation, a fixed penalty of €800 is applied.

16.7 Penalties for the use of ANCT seals, stamps, stamps, trademarks or logos

In the event of the use of the ANCT's seals, stamps, stamps, trademarks or logo outside the cases provided for in Article 7.2 of the CCP, the service provider incurs a penalty of €500 per element wrongly used.

16.8 Penalty for concealed work

In application of article L.8222-6 of the Labor Code, a penalty will be applied to the Holder if he does not fulfill the formalities mentioned in articles L.8221-3 to L.8221-5 of the Labor Code.

The ANCT, informed in writing by a control agent, of the irregular situation of the Holder with regard to the formalities mentioned in articles L.8221-3 and L.8221-5 of the Labor Code, immediately orders the latter to stop this situation within the time limit mentioned in the formal notice letter sent by the ANCT. The Holder thus served with formal notice provides the New Places, New Links Program with proof that he has put an end to the criminal situation.

If the reported irregularities are not corrected, the Holder incurs a fixed penalty of €300 excluding tax per working day of delay.

After a period of 10 working days of delay, the ANCT may terminate the contract automatically at the fault of the Holder under the conditions provided for in article 20.1 of this CCAP.

16.9 Threshold for exemption from penalties

By way of derogation from the reference CCAG, the amount of penalties is not capped.

ARTICLE 17 - DUTY OF DISCRETION AND CONFIDENTIALITY

The holder and the buyer who, during the execution of the contract, become aware of information or receive communication of documents or elements of any kind, of a confidential nature, are required to take all necessary measures, in order to prevent this information, documents or elements from being disclosed to a third party who does not have to know them. A party cannot request the confidentiality of information, documents or elements that it itself has made public.

Confidential information means any information of any nature (including methodology, documentation, information or know-how), in any form (including oral, written, magnetic or electronic form), on any medium. of which the buyer is the owner or holder, and which is communicated to the holder, or obtained in any other way by the latter in the context of its relations with the buyer. The holder and his staff, and where applicable his subcontractors, may only use it to carry out the services provided for in the contract.

The contractor must inform its subcontractors of the confidentiality obligations and security measures imposed on it for the execution of the contract. It must ensure compliance with these obligations by its subcontractors.

Information, documents or elements which are not covered by this obligation of confidentiality:

- which were in the public domain at the time of their disclosure or which the buyer himself would have made public during the execution of the contract;
- reported as non-confidential and relating to market services;
- which have been communicated to the holder by a third party having the legal right to disseminate this information, documents or elements, as proven by documents existing prior to their disclosure.

ARTICLE 18 - PROTECTION OF PERSONAL DATA

Each party to the contract is required to comply with European and French rules applicable to the processing of personal data possibly implemented for the purposes of executing the contract. As such, any transmission of data to third parties, including for the benefit of entities established outside the European Union, which does not strictly comply with the regulations in force is formally prohibited.

In the event of changes to the regulations on the protection of personal data during the execution of the contract, the modifications necessary to comply with the new rules give rise to the signing of an amendment by the parties to the contract or, in the absence of agreement between the parties, to a unilateral modification by the buyer.

When the holder implements processing of personal data on behalf of the buyer, so that this processing meets the requirements of the regulations and guarantees in particular the protection of the rights of the identified or identifiable natural persons that it concerns, the documents individuals in the market specify in particular:

- the purpose, description and duration of the processing in strict compliance with the buyer's documented instructions;
- the obligations of the buyer and those of the holder towards the latter, in particular the obligation to inform him of any difficulty in the application of the regulations, of any plan to use a third party for the implementation of the processing, or of any request for communication of data addressed to it, as well as, when this would be contrary to French and European regulations, the measures adopted to oppose it;
- the modalities for considering the right to information and other rights of the persons concerned, the exercise of which must be guaranteed;
- the security measures implemented to guarantee the integrity, confidentiality and availability of data, as well as the conditions for notification of personal data breaches;
- the duration and terms of retention of the data and their fate at the end of the execution of the contract.

The specific procurement documents also specify the penalties applicable to the holder in the event of ignorance of the regulations.

In the event of failure by the holder or its subcontractor to comply with its legal and contractual obligations relating to the protection of personal data, the contract may be terminated for misconduct in accordance with article 20.1 of the contract.

The holder is bound by an obligation of confidentiality, in particular with regard to any third party to this contract (including its staff not assigned to this mission), for all services and information entrusted to it or which it may come to have. knowledge in the context of the execution of this contract.

The holder will undertake, in a document called "Data destruction report" and will certify at the end of the contract, the irreversible destruction of all personal data to which the service

provider's company will have had access in the market framework and which it holds in whatever forms and media.

ARTICLE 19 - INTELLECTUAL PROPERTY - ASSIGNMENT OF RIGHTS TO THE RESULTS

in accordance with article 35.2.1 of the CCAG PI, the holder transfers to the ANCT, on an exclusive basis, all of the property rights relating to the results, even partial, allowing the ANCT to exploit them freely, throughout the legal duration of intellectual property.

“Results” designate all elements, whatever their form, nature and medium, which relate to the execution of the services which are the subject of the contract.

These intellectual property rights include, in compliance with copyright, all economic rights of reproduction, representation and distribution and in particular the rights to use or have used, to incorporate, to integrate, to adapt, arrange, correct, translate the results, even partial, in whole or in part, as is or modified, by any means, in all forms and in all media.

The price of this transfer is included in the contract amount.

This assignment applies to France and the entire world, particularly in the event of publication on the Internet.

This transfer covers the results, even partial, from receipt of the requested services.

The contractor may not make any use, free of charge or for a fee, of the results of the services without the prior written consent of the contracting authority. The reproduction and/or representation by the holder of the results, even partial, must receive the prior agreement of the ANCT. This authorization request is made by mail addressed to the ANCT contracting authority.

Any publication must mention the financing of the ANCT and the title of the contract.

ARTICLE 20 - TERMINATION AND LITIGATION SETTLEMENT

20.1 Termination

ANCT may terminate the contract in the cases provided for in articles L.2195-1 to L.2195-6 of the public procurement code.

The contract may be terminated in accordance with the provisions of the reference CCAG (termination for external events or events linked to the public contract, for fault of the holder or for reasons of general interest).

In the event of termination for reasons of general interest, the holder is entitled to termination compensation equal to 5% of the initial estimated amount excluding taxes of the market divided by the number of holders and reduced by the unrevised amount excluding taxes of the services admitted for the holder concerned.

Beyond the cases provided for in the CCAG-PI, the contract may be terminated in the following cases:

- In the event of inaccuracy of the documents and information provided, or refusal to produce the documents provided for in articles D. 8222-5 or D. 8222-7 and D. 8222-8 of the labor code, the contract will be terminated, after formal notice remained unsuccessful, to the fault of the holder according to the provisions of the reference CCAG.
- For inaccuracy of the information communicated. Inaccuracy of the information communicated in support of applications may result in termination of the contract at the sole fault of the holder, without compensation.
- For serious and repeated breach of the integration commitment.

- For serious breach of ethical obligations.

20.2 Litigation settlement

Under no circumstances can disputes arising between the Contracting Authority and the Contractor be invoked by the Contractor as a cause for definitive or temporary cessation of the services provided for in the contract.

The French courts have sole jurisdiction. Any possible dispute arising from the application of this framework agreement is subject, in the absence of an amicable agreement, to the assessment of the territorially competent administrative court.

In application of articles L. 2197-1, L. 2197-3, R. 2197-1 et seq., as well as articles R. 2197-23 et seq. of the public procurement code, any dispute related to this procurement and in the event of disagreement after an attempt at negotiation, the business mediator or the advisory committee for the amicable settlement of disputes or disputes relating to the competent public contracts may be contacted by one of the parties.

Consequently, the amicable settlement procedure constitutes a mandatory prerequisite to the initiation of legal action between the parties. Any actions brought to court in violation of this clause would be declared inadmissible.

ARTICLE 21 - DROIT APPLICABLE ET ATTRIBUTION DE LA JURIDICTION

These clauses have been drawn up in English and French and both versions are valid. However, in the event of a difference between the 2 versions, the French version will apply.

The applicable law is French law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this public procurement.

In the event of disputes, the amicable settlement advisory committee may be contacted, in accordance with article L. 2197-6 of the public procurement code.

Failing this, disputes will be brought before the Paris administrative court.

ARTICLE 22 - EXEMPTIONS FROM THE CCAG-PI

Articles of CCP	Exemptions	Articles of CCAG PI
12.4	Purchase orders	3.7
16	Penalties	14
16.9	Exemption thresholds	14.1.3