
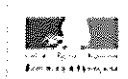




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|     | <p>The URBACT III Programme 2014-2020</p> | <p>SUBSIDY CONTRACT</p> <p>Action Planning Network</p> |
|---|--|--|

SUBSIDY CONTRACT FOR

RETAILINK

ACTION PLANNING NETWORK

BETWEEN

Commissariat général à l'égalité des territoires – Premier Ministre

**5, Rue Pleyel
93283 Saint Denis CEDEX**

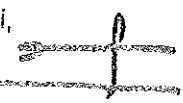
acting as Managing Authority of the European Territorial Cooperation
programme URBACT III, (assisted by the URBACT Secretariat)

AND

City of Igualada

**Plaça de l'Ajuntament, 1
08700 Igualada
SPAIN**

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acting as Lead Beneficiary as referred to in article 13.2 of Regulation
(EU) No 1299/2013 and hereinafter referred to as **Lead Partner**

| |
|--|
| <p>Due to French legislation (law n°94-665, 04 August 1994), this contract is bilingual EN/FR. The contracting parties will be able to avail of both texts.</p> |
|--|

Preamble

The 28 European Union Member States, Norway and Switzerland have entrusted the French Commissariat général à l'égalité des territoires – Premier Ministre to assume the task of Managing Authority of the URBACT III Operational Programme. Within this context, the Managing Authority also has the task of signing the contracts with Lead Partners as final beneficiaries in line with Article 13.2 of Regulation (EU) N° 1299/2013

Therefore the Managing Authority enters into the following:

SUBSIDY CONTRACT

on behalf of the Member/ Partner States of the URBACT III Operational Programme, on the basis of:

- Regulation (EU) n° 1303/2013 of the Parliament and the Council laying down common provisions on the European Regional Development Fund, the European Agricultural Fund for Rural development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries fund repealing Council Regulation (EC) N° 1083/2006
- Regulation (EU) n° 1301/2013 of the Parliament and the Council on the European Regional Development Fund and on specific provisions concerning the Investment for Growth and Jobs goal and repealing Regulation (EC) N° 1080/2006
- Regulation (EU) n° 1299/2013 of the Parliament and the Council on specific provisions for the support from the European Regional Development Fund to the European Territorial Cooperation Goal
- Commission Implementing Regulation (EU) n° 288/2014 from 25 February 2014 laying down additional rules pursuant to Regulation (EU) n°1303/2013 of the Parliament and the Council as regards the model for the progress reports, the format for submission of the information on a major project, the methodology for carrying out the cost benefit analysis, the model for the joint action plan, the model for the implementation reports for the Investment for growth and jobs goal, the model for the management declaration, the models for the audit strategy, the audit opinion and the control report and pursuant to Regulation n°1299/2013 of the Parliament and the Council as regards the model for the implementation reports for the European territorial cooperation goal
- Delegated Regulation (EU) n° 481/2014 of the European Commission from 4 march 2014 supplementing Regulation (EU) n° 1299/2013 of the Parliament and the Council with regard to specific rules on eligibility of expenditure for cooperation programmes
- Delegated Regulation (EU) n° 480/2014 of the European Commission from 3 march 2014 supplementing Regulation (EU) n°1303/2013 of the Parliament and the Council

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- Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data
- The European Territorial Cooperation Operational Programme URBACT III (CCI n°2014TC16RFIR003), approved by the European Commission Implementing Decision on 12 December 2014 [ref: C(2014)9857]
- The Member and Partner State Agreements between Member/Partner States and the Managing Authority (Commissariat général à l'égalité des territoires) on the implementation of the URBACT III Operational Programme.
- Programme specific guidance including those laid out in the URBACT III Programme Manual as first approved by the Monitoring Committee on 11 September 2015 and subsequently updated, the last updated version applies.

which the Lead Partner hereby recognises.

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SECRETARI GENERAL
DE LA COMISSIÓ
DE GESTIÓ
DE LA XARXA D'ACCIÓ
PLANNING NETWORK
URBACT III

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Article 1 - Award of subsidy

Article 2 - Object of use, eligibility of expenditure, reallocation and reprogramming

Article 3 - Request for payments

Article 4 - Project partnership

Article 5 – Representation of partners, liability

Article 6 – Lead Partner’s obligations

Article 7 - Communication and Publicity

Article 8 - Right of termination

Article 9 - Controls, audits and evaluation of the project

Article 10 - Assignment, legal succession

Article 11 - Force majeure

Article 12 - Amendment of this contract

Article 13 - Concluding provisions

Article 14 – Applicable law - disputes

Article 15 - Signatures

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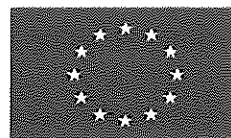
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Article 1 - Award of subsidy

- 1) In accordance with the decision of the URBACT Monitoring Committee dated 11th September 2015, and the amendments as referred to in Article 2.5 of this contract, an earmarked subsidy is awarded to the Lead Partner of RetailLink (Ref Synergie-CTE N°215) from funds of the URBACT III Operational Programme for the maximum amount of:

| Network Phase 1 | ERDF | SWISS/NORWAY | Public co-financing | TOTAL COST |
|-----------------------|-------------|--------------|---------------------|-------------|
| | 70,593.80 € | 0.00 € | 27,385.20 € | 97,979.00 € |
| Network Phase 2 | ERDF | SWISS/NORWAY | Public co-financing | TOTAL COST |
| | | | | |
| TOTAL APPROVED BUDGET | ERDF | SWISS/NORWAY | Public co-financing | TOTAL COST |
| | | | | |

- 2) In compliance with Article 120 of Regulation (EU) No 1303/2013 and chapter 5.3 of the URBACT III Operational Programme cities shall be financed by ERDF as follows:

- Partners from 'more developed' regions shall be co-financed at up to 70% by ERDF
- Partners from 'less developed' and 'transition' regions shall be co-financed at up to 85% by ERDF

- 3) Partners from Switzerland and Norway shall be financed as follows:

- Partners from Norway shall be co-financed at up to 50% by Norwegian national funds
- Partners from Switzerland shall be co-financed at up to 50% by Swiss national funds

- 4) Disbursement of the subsidy is subject to the condition that the European Commission and, if Norwegian and/or Swiss partners are participating in the project, Norway and/or Switzerland make available the funds to the extent described above.

- 5) If the European Commission and/or Norway and/or Switzerland fail to make the funds available, the Managing Authority will be entitled to withhold

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payments for as long as is needed or, as an ultimate tool, to withdraw from this contract and any claim by the Lead Partner against the Managing Authority for whatever reason will be excluded.

6) Disbursement of the subsidy is subject to the condition that this subsidy contract is signed by all parties to this contract.

7) Disbursement of the subsidy will be made subject to the condition that the national first level control process (Article 125(4) of Regulation (EU) No 1303/2013) has been carried.

Article 2 - Object of use, eligibility of expenditure, reallocation and reprogramming

1) The subsidy is awarded exclusively to the Lead Partner for the implementation of the project as it is described in the latest version of the Application Form approved by the Monitoring Committee. The approval decision, including its annexes, forms an integral part of this subsidy contract.

2) Project costs which qualify for a subsidy consist exclusively of eligible project costs listed in the Application Form approved by the Monitoring Committee. The eligibility of project costs for European Regional Development Fund co-funding is regulated in EC Delegated Regulation (EU) No 481/2014, national regulations and rules laid down in the latest version of the URBACT III Programme Manual Factsheet 2F. In case of contradictions between the rules mentioned above, the stricter rule applies.

3) To be considered eligible, costs must:

- be directly linked to the work plan outlined in the Application Form approved by the Monitoring Committee;
- be necessary for carrying out the project covered by the subsidy contract;
- be reasonable and comply with the principles of sound financial management, in particular value for money and cost effectiveness;
- have been paid, certified and declared by the partners during the project eligibility period;
- have actually been incurred, be recorded in the beneficiaries' accounts or tax documents, and be identifiable and controllable.

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4) Project activities are eligible if they are carried out from the project starting date to the end date indicated in the Application Form. In addition to the project period, activities linked to project dissemination activities as well as financial and administrative closure are eligible. The related expenditure for the project activity is eligible if paid and certified (by the First Level Controller) from the project starting date to 3 months after the ending date indicated in the Application Form (See Programme Manual – Fact sheet 2F – Section 1.3).

5) During network implementation, a reallocation of funds between budget categories and partners is allowed of up to 20% of amounts indicated in the approved Application Form. In this case, the Lead Partner shall inform the

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URBACT Secretariat of the reallocation of funds through the regular reporting procedures and in a detailed and justified manner (reasons of the reallocation of funds, categories, budget lines and partners concerned, the LP shall also provide updated supporting documents as necessary.

The Lead Partner may also apply for major changes to the budget (over the 20% flexibility rule) such major changes also include changes to partnership, activities and outputs during network implementation. Major changes require an official approval by the Monitoring Committee before they can become effective (See Programme Manual – Fact sheet 2E – Section 5 Reprogramming Procedure). Where relevant, this may require also an amendment to this Subsidy Contract.

Article 3 - Request for payments

1) The Lead Partner may only request payments by providing proof of progress of the project as described in the approved Application Form. Therefore the Lead Partner has to present reporting documents to the Managing Authority/URBACT Secretariat, according to the procedures and the timetable outlined in the Programme Manual (Fact sheet 2E – Section 4). The Managing Authority/URBACT Secretariat shall provide templates in the eMonitoring system SYNERGIE-CTE. The reporting documents have to be completed using the format provided in SYNERGIE-CTE. Any other format will not be considered acceptable by the Managing Authority/URBACT Secretariat.

2) The following compulsory documents shall be submitted as part of a payment request:

- Payment claim document signed and stamped by the LP with the signature page uploaded as a PDF in SYNERGIE CTE;
- Certificates of expenditures and related checklist of certified expenditure provided and signed by the first level controllers with the signature page uploaded as a PDF in SYNERGIE CTE;
- Progress report (PR), signed and stamped with the signature page uploaded as a PDF in SYNERGIE CTE. The PR is composed of:
 - Activity part: related to activities implemented in the considered semester, involvement of the partners, problems encountered, solutions envisaged, results and delays. This part shall be coherent with the activities, the objectives, the outputs and timeline schedule described in the application form. An explanation of all deviations from the work plan must be explained.
 - Financial part: related to the expenditure occurred during the concerned semester, per budget lines and project partner. The financial part also includes the cumulative amounts of the expenditure declared with previous PR and the remaining budget.

Along with the mandatory reporting documents mentioned above, Lead Partners are also asked to provide outputs reported as delivered during the relevant reporting period.

3) The Lead Partner is required to report officially on the project activity on a six-monthly basis. Two periods are usually fixed for project reporting as follows:

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- deadline 30 September for the reporting period January to June
- deadline 31 March for the reporting period July to December

4) The Lead Partner shall be responsible to ensure that the expenditure declared by each partner is supported by a certificate and statement of expenditure. The Lead Partner is also responsible to verify and ensure that all certificates and statements of expenditure received from the partners are signed by the competent First Level Controller designated by the partners' national authorities.

5) The progress report should give evidence of the implementation of the work programme as planned in the approved Application Form. The progress report shall be the indicator tool that enables the Managing Authority /URBACT Secretariat to check whether the declared activities and expenditure are in line with the approved work programme and budget in the Application Form. If it is not the case, the Managing Authority/URBACT Secretariat has the right to refuse the progress report and consequently to temporarily interrupt the refunding of European Regional Development Fund and/or Norwegian/Swiss funds until the Lead Partner gives evidence of the implementation of the work programme as defined in the Application Form.

6) Each interim reporting period will be treated by the URBACT Secretariat and will be paid based on the certified costs per project partner. The Managing Authority/URBACT Secretariat is entitled to withhold any ERDF payment until all unclear issues related to the implementation, management and reporting are clarified and is also entitled to deduct any ineligible cost found during the certification process and as a result proportionately reduce the ERDF due to the project.

Following payment due to the project, the Lead Partner will be responsible for transferring the correct amount of ERDF to the project partners. The payments to projects partners (amounts and dates) shall be entered in SYNERGIE CTE and then partners shall input the date when they receive ERDF payment on their bank account. For each reporting period the Lead Partner shall provide details about the redistribution of shared costs for the period in the form of a predefined excel table (if appropriate).

The Lead Partner in a mixed management system will provide a financial contributions summary which will outline the real certified expenditure from each partner, taking into consideration the project shared costs and any cash transfers for 'mixed' or 'centralised' management projects.

Based on this information, the URBACT Secretariat will calculate the amount of ERDF due to the project. The final payment will be calculated based on the information provided by the Lead Partner.

For this final payment, the Lead Partner will be responsible for transferring the correct amount of ERDF to the project partners. The Managing Authority may hold back a maximum of 10% of the final payment which will be paid following final project audit.

7) In order to respect the budget commitments in the URBACT III Operational Programme and in accordance with Article 136 of Regulation (EU) No

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Subsidy Contract URBACT III – *RetailLink* ACTION PLANNING NETWORK

1303/2013), the Lead Partner must request payments according to the timeframe of the budget per year outlined within the project Application Form (Table VI.2).

Failure to respect the annual targets as approved in the Application Form and under-spending in general may result in a reduction in the ERDF grant to the project if the programme de-commits as a result of poor project performance.

8) Pursuant to Article 21 of Regulation (EU) No 1299/2013 in accordance with Article 132 of Regulation (EU) No 1303/2013, the Certifying Authority ensures that Lead Partners receive payments of their European Regional Development Fund or national contributions as quickly as possible. In cases of detection of systemic errors, the Managing Authority and Certifying Authority have the right to temporary withhold payments to the Lead Partner. Payment suspension(s) shall be lifted as soon as the Managing Authority and Certifying Authority have received sufficient evidence on the solution of the systemic error(s) detected.

9) The funds will be disbursed in Euro (EUR; €) only and transferred to an account indicated by the Lead Partner without delay. Any exchange rate risk will be borne solely by the Lead Partner. All changes on bank account data of the Lead Partner must be communicated to the Managing Authority/URBACT Secretariat through the progress report in order to avoid delays in the process. Any charges incurred due to uninformed changes shall be borne by the Lead Partner.

Article 4 - Project partnership

1) Partners are listed in the latest approved version of the Application Form. Only expenditure paid and borne by organisations listed as partners in the approved latest version of the Application Form are eligible to European Regional Development Fund and Norwegian/Swiss funding. During Phase 1 any costs incurring for partners seeking to enter the network in Phase 2 shall be paid and borne by the those partners approved for Phase 1.

2) In accordance with Article 13.2 of Regulation (EU) No 1299/2013 the partnership shall be governed by an agreement (Joint Convention) signed by all partners.

3) Project partners can leave the project by providing a 'letter of de-commitment' specifying the date of withdrawal. In cases where partners do not participate in the project implementation regularly (for example non attendance at transnational meetings, non response to requests from the Lead Partner) the Lead Partner can remove the partner from the project. Such action should be discussed with other project partners and should be undertaken in a timely manner.

Firstly, the Lead Partner should send an official warning letter to the project partner offering the project partner a period of at least 2 months in which to reply. After this warning the Lead Partner can inform the project partner by official letter of their decision to remove the project partner from the project.

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In this case the Lead Partner will state the date of withdrawal and the project partner will present a final certificate of expenditure incurred to that date which should normally not exceed the pro rata calculation based on the time they have been involved in the project.

The Lead Partner shall agree with the remaining partners how the resources made available shall be used. The changes shall be approved through the reprogramming procedure described in Factsheet 2E of the Programme Manual.

Article 5 – Representation of partners, liability

1) In accordance with Article 13 of Regulation (EU) No 1299/2013 and the URBACT III Programme Manual Factsheet 2E section 1 the Lead Partner shall:

- a) be responsible for ensuring the implementation of the entire project
- b) be responsible for transferring the European Regional Development Fund to the partners participating in the project as soon as possible after receiving the payment from the Certifying Authority.

2) The Lead Partner solely bears the overall financial and legal responsibility for the project and for the project Partners.

3) The Lead Partner guarantees that it is entitled to represent all partners participating in the project bearing the sole responsibility of delivering as well as receiving all the information relevant for the project management between Lead Partner and Project Partners and that it is directly responsible for forwarding all relevant information and guidance given by the Managing Authority/URBACT Secretariat to the Partners.

The Lead Partner guarantees furthermore that it will establish with all the Partners the division of the mutual responsibilities in the form of a Joint Convention, containing at least the following : 1) role and obligations of the individual partners in the partnership in project implementation (incl. description of activities of each project partner by reporting periods as indicated in the approved Application Form, 2) budgetary principles, 3) financial management provisions for accounting, reporting, financial control, 4) receipt of ERDF payments, 5) distribution of the ERDF financing between the project partners (partner budget tables annexed) according to the approved Application Form, 6) balanced spending rate in accordance with the ERDF total contribution 7) liability in case of failures in project delivery and project spending including provisions for changes in the work plan, 8) the partners financial liability and provisions for the recovery of funds in case of amounts incorrectly reported and received by the partner, 9) information and publicity requirements, 10) resolutions of conflicts in the partnership, 11) the ownership rights of the results between partners and in relation to the terms of the Subsidy Contract (The list is not exhaustive and the LP and the PPs may add further items according to the project specific needs).

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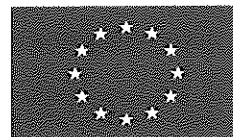
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4) The Lead Partner is liable towards the Managing Authority for ensuring that its partners fulfil their obligations under this contract. The Lead Partner is also liable towards the Managing Authority for infringements of obligations under this contract by its partners in the same way as for its own conduct.

5) If the Managing Authority demands repayment of subsidy funds in accordance with this contract (Article 9), the Lead Partner is liable towards the Managing Authority for the total amount of the subsidy.

Article 6 –Lead Partner’s obligations

The Lead Partner represents a key element in the management of the URBACT III projects. It bears overall financial and legal responsibility towards the Managing Authority and its role is therefore critical to the success of a project. The Lead Partner acts as an administrative link between the project and the programme.

- 1) When it comes to general project management and implementation, the Lead Partner’s obligations are the following:
- a. To sign all the required contractual agreements with partners and with the Managing Authority concerning the project.
 - b. To ensure implementation of the project (including implementation of work packages and production of outputs according to the description in the latest version of the Application Form approved by the Monitoring Committee.
 - c. To ensure that appropriate human resources are made available to ensure a sound project management in accordance with the guidelines provided at programme level (suitably qualified staff covering the variety of tasks to be fulfilled by a Lead Partner)
 - d. To be responsible for the division of tasks among the partners involved in the project;
 - e. To ensure an efficient internal management and control system;
 - f. To ensure that partners’ tasks are fulfilled in compliance with the Application Form, the Joint Convention and the Subsidy Contract;
 - g. To request and receive payments of programme funding according to the procedures detailed in the Programme Manual – Fact sheet 2E - section 4;
 - h. To transfer programme funding to the partners in compliance with the amounts reported in the progress report and certified by the Certifying Authority
 - i. When funds are incorrectly (or unduly) paid to a project, to repay the irregularly paid amount to the Managing Authority/Secretariat and to recover the amount from a partner responsible, according to the procedures defined in the URBACT III Operational Programme,

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- j. To inform the URBACT Secretariat immediately if project costs are reduced, if there is a change in the composition of partnership, in the project objectives, in the work programme or in the budget plan on which this contract is based, or if one of the disbursement conditions ceases to be fulfilled, or if circumstances arise which entitle the Managing Authority to reduce or demand repayment of the subsidy wholly or in part;
- k. To request approval from the Monitoring Committee if there are changes to the partnership, the actions as described in the work programme included in the latest approved version of the Application Form, the project budget (over and above the flexibility rule) or in case of other major changes. The approval from the Monitoring Committee is sought by the Managing Authority who must have been provided with the reprogrammed application form by the project's lead partner;
- l. To take part in different programme level activities including training sessions, conferences and programme level events as well as project clustering activities;
- m. To ensure that the URBACT Local Groups are set up by each Project Partner and operating in relationship with the project work activities (See Programme Manual – Fact sheet 2A);
- n. To retain at all times, for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner in accordance with Article 140 of EU Regulation 1303/2013 Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;
- o. To comply with the regulations referred to in the preamble to this contract as well as with relevant national legislation.

2) When it comes to communication activities, the Lead Partner's obligations are the following:

- a. To ensure production and dissemination of project's results and findings within the local authority administration, to the relevant National URBACT Points, to the media, to local relevant stakeholders as well as to the wider community of European urban policy-makers and practitioners;
- b. To produce 200 hard copies of the project final publication/s to be submitted to the URBACT Secretariat for wider dissemination purposes and use at programme level events
- c. To use the URBACT website as the main internet tool to communicate on the project and to regularly update the space dedicated to the project (once every 1 month minimum during Phase 2). If any secondary website /blog will be created, it needs to respect all EU Guidelines on Information (point f. below)

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- d. To ensure that all project partners organise local final communication events at the end of the project, disseminating the results and the outcomes of the project to a wider audience
- e. To create a project logo and transfer the files (both jpeg and eps/ai) to the URBACT Secretariat within a maximum of 3 months after the project start (Phase 1)
- f. To respect the European Commission guidelines on Information and Communication outlined in Annex XII of EU Regulation 1303/2013 and in particular ensure that the financial support from the European Regional Development Fund and the URBACT III Programme is mentioned in all public statements and relevant logos are used in all publications.;

3) When it comes to project reporting, the Lead Partner's obligations are the following:

- a. To deliver, within the deadlines, progress reports (activity and financial) and all other required documentation to the Managing Authority/URBACT Secretariat on behalf of the project.
- b. To inform the Managing Authority /URBACT Secretariat through the six monthly progress reports on changes in the contact information, bank details, the rescheduling of activities and on budget deviations as regulated in Article 2 of this contract;
- c. To ensure that the partners report expenditure that have been checked and confirmed according to their Member State control requirements.

4) When it comes to project closure, the Lead Partner shall provide the following documents within the fixed deadlines:

- a. The signed final project payment claim;
- b. The signed final certificates and statements of expenditure of Lead partner and partners;
- c. The closure report for all partners;
- d. The Financial Contribution Summary (summary of the distribution of shared costs for a mixed management system) signed by Lead Partner and First Level Controller of the Lead Partner;
- e. The project's final outputs as defined in the Application Form shall be uploaded on the project space on the URBACT website. Paper version can be requested for dissemination purposes. All outputs shall be supplied in electronic format.

5) All of these documents shall be submitted to the Managing Authority/URBACT Secretariat no later than 3 months after the project's official end date (indicated in the Application Form). The Managing Authority can apply shorter deadlines

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for project closure if necessary to respect programme deadlines. Lead Partners will be informed sufficiently in advance should this be necessary.

6) In addition to these obligations, the Lead Partner has the opportunity to submit a proposal of project reprogramming usually only once during the project lifetime. The deadline for the submission of the reprogramming proposals shall be fixed by the Managing Authority/URBACT Secretariat accordingly, following the procedures defined in the Programme Manual, Fact sheet 2E, section 5.

The Managing Authority/URBACT Secretariat shall submit the proposals of project reprogramming to the Monitoring Committee for approval. The Managing Authority/URBACT Secretariat shall inform the concerned Lead Partner about the Monitoring Committee decision and amend this subsidy contract if necessary.

7) For Lead Partners situated in countries which provide national co-financing, it is important to agree the requirements for claiming this contribution beforehand with the appropriate Member/Partner State. Projects operating a mixed management system should also agree with the Member/Partner State how the shared costs will be managed.

Article 7 - Communication and Publicity

1) Unless the Managing Authority requests otherwise, any information and publicity measures aimed at beneficiaries, potential beneficiaries and the public must specify that the operation has received a subsidy from the programme funds in compliance with the requirements set in the Programme Manual and in compliance with the requirements set by the regulatory legal framework and in particular the Regulation (EU) No 1303/2013 Annex XII and in the Programme Manual.

2) Furthermore, in any public material used to promote or disseminate the project activities whether printed or electronically available the use of the URBACT III programme logo and slogan and the EU flag together with reference to the European Union and European Regional Development Fund is mandatory as set out in the Programme Manual.

3) Any notice or publication by the project, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the author's views and that the Managing Authority is not liable for any use that may be made of the information contained therein.

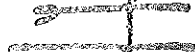
4) The Managing Authority/URBACT Secretariat shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information

- the name of the Lead Partner and its partners
- the purpose of the subsidy,
- the amount granted and the proportion of the total cost of the project accounted for by the funding,
- the geographical location of the project
- progress reports including the final report and all final outputs

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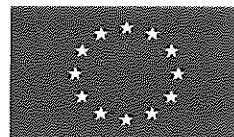
- whether and how the project has previously been publicised.
- 5) The project undertakes to send to the URBACT Secretariat at least one copy of any publicity and information material produced. The project furthermore authorises the URBACT Secretariat, Managing Authority and the European Commission to use this material to showcase how the subsidy is used.
 - 6) Any information, media appearance, or other publicity of the project shall be communicated to the URBACT Secretariat for potential website updates or showcases.
 - 7) The Lead Partner ensures that the results of the project especially any study or analysis produced during the implementation shall be made available to the public in order to guarantee a widespread publicity of the project's outcomes.
 - 8) The project shall ensure that at least one member of the URBACT Secretariat will be invited to present the programme during the project's Kick Off Meeting and the Final Conference or other closing event.
 - 9) Projects are requested to appoint a permanent contact for Information and Publicity purposes.
 - 10) The URBACT communication language is English. This applies as a general rule to all tools of communication. However, URBACT intends to implement new tools of communication within each 30 Member / Partner State and in the relevant local language(s).

Article 8 - Right of termination

- 1) In addition to the right of termination laid down in Article 1 and in Article 11 of this contract, the Managing Authority is entitled to terminate this contract and, where relevant, to demand repayment of funds in full or in part, if:
 - a) the Lead Partner has obtained the subsidy through false or incomplete statements; or
 - b) the project has not been or cannot be fully implemented by achieving the planned outputs and results, or it has not been or cannot be implemented in due time; or
 - c) the Lead Partner has failed to countersign this subsidy contract, or to submit required reports or proofs, or to supply necessary information, provided that the Lead Partner has received a written reminder setting an adequate deadline and explicitly specifying the legal consequences of a failure to comply with requirements, and has failed to comply with this deadline; or
 - d) the Lead Partner has failed to immediately report events delaying or preventing the implementation of the project, funded, or any circumstances leading to its modification; or

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- e) project reporting does not follow the set schedules, making it impossible to determine that the project is being implemented according to plan and it will achieve the set objectives, results or outputs; or
 - f) the Lead Partner has impeded or prevented controls and audits (Article 9); or
 - g) the subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon; or
 - h) insolvency proceedings are instituted against the assets of the Lead Partner or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the programme objectives, or the Lead Partner closes down; or
 - i) subject to the provisions of Article 11, the Lead Partner wholly or partly sells, leases or lets the project to a third party; or
 - j) it has become impossible to verify that the final progress report is correct and thus the eligibility of the project to URBACT III funding; or
 - k) the Lead Partner has failed to fulfil any other conditions or requirements for assistance stipulated in this contract and the provisions it is based on, notably if these conditions or requirements are meant to guarantee the successful implementation of the programme objectives.
- 2) If the Managing Authority exercises its right of termination, the Lead Partner is obliged to transfer the requested repayment of funds to the Managing Authority. The repayment of funds is due within one month following the date of the letter by which the Managing Authority asserts the repayment claim; the due date will be stated explicitly in the order for recovery.
- 3) If the Managing Authority exercises its right of termination, the Lead Partner is only entitled to set off undisputed claims against the Managing Authority.
- 4) If the Managing Authority exercises its right of termination, the amount repayable shall be subject to interest, starting on the day the payment was made and ending on the date of actual repayment. The interest rate will be determined in accordance with Article 147 of Regulation (EU) No 1303/2013.
- 5) If any of the circumstances indicated in Article 8 occurs before the full amount of subsidy has been paid to the Lead Partner, payments may be discontinued and there shall be no claims to payment of the remaining amount. Any further legal claims shall remain unaffected by the above provisions.

Article 9 - Controls, audits and evaluation of the project

- 1) All the costs in each Project Payment Claim submitted by the Lead Partner to the MA/URBACT Secretariat must be validated by the First Level Controllers

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according to the procedure described in the Programme Manual and in compliance with the requirements set by the applicable legal framework.

- 2) The responsible auditing bodies of the URBACT III programme, of the European Union (notably the European Court of Auditors) and, within their responsibility, the auditing bodies of the participating European Union Member States, Norway and Switzerland as represented in the Group of Auditors or other national public auditing bodies as well as the Managing Authority/URBACT Secretariat/Certifying Authority and the Audit Authority, are entitled to control and audit the proper use of funds by the Lead Partner or by the project partners or arrange for such controls and audits to be carried out by authorised persons.
- 3) The Lead Partner as well as all Project Partners will produce all documents required for the above controls and audits, provide necessary information and give access to its business premises.
- 4) The Lead partner and all its project partners are at all times obliged to retain for control and audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner at least until 31 December 2025, as defined in the Programme Manual. This period shall be interrupted either in the case of legal proceedings or at the duly motivated request of the Commission. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected. The LP/PPs are obliged to store information electronically and to keep it clearly traceable for control and audit purposes and maintain records of invoices and bodies holding documentation in the audit trail in accordance with Article 140 of EU Regulation 1303/2013.
- 5) The Managing Authority has a right to withhold the payments to the Lead Partner until all the required information and documentation have been provided.
- 6) In accordance with Chapter II of Regulation (EU) No 1303/2013, the Lead Partner undertakes to provide independent experts or bodies carrying out the programme evaluation with any document or information necessary to assist the evaluation.
- 7) The Lead Partner is obliged to guarantee that both the Lead Partner and all of its partners fulfil the duties stipulated above.

Article 10 - Assignment, legal succession

- 1) The Managing Authority is entitled at any time to assign its rights under this contract. In case of assignment the Managing Authority will inform the Lead Partner without delay.
- 2) The Lead Partner is allowed to assign its duties and rights under this contract only after prior written consent of the Managing Authority and the Monitoring Committee.

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3) In cases of legal succession, e.g. where the Lead Partner or a Project Partner changes its legal form, the Lead Partner or Project Partner is obliged to transfer all duties under this contract to the legal successor. The Lead Partner shall notify the Managing Authority about any change beforehand in writing.

Article 11 - Force majeure

1) According to the present contract, the "force majeure" represents any unpredictable and insurmountable event, occurred after the signing of the present contract and that prevents the total or the partial execution of the contract.

2) There are specific cases of "force majeure": wars, natural calamities, general strikes, insurrections, revolts, epidemics, earthquakes, floods and other similar events.

3) The "force majeure" exonerates the parties of the responsibility for not executing partially or totally the obligations stipulated in the present contract during the period they appear and only if the events were properly notified.

4) It is not considered to be "force majeure" an event similar to those presented above, that, without creating an impossibility of execution, makes the execution of the obligations very expensive for one of the parties.

Article 12 - Amendment of this contract

1) This contract shall only be amended by means of an official amendment to that effect signed by all parties involved.

2) Modifications to the project not affecting the approved subsidy (time schedule, activities) that have been approved by the Monitoring Committee can be carried out without amending this contract.

3) Modifications to the official programme documents this agreement refers to (e.g. Operational Programme, Programme manual, etc.), if approved by the Monitoring Committee and, when relevant, by the European Commission, automatically apply to this agreement without amending it.

Article 13 - Concluding provisions

1) All correspondence with the Managing Authority/URBACT Secretariat under this contract must be in English or in French and has to be sent to the following address:

URBACT Secretariat
Commissariat général à l'égalité des territoires
5, rue Pleyel
93283 Saint Denis Cedex FRANCE

2) If any provision in this contract should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an

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effective provision which comes as close as possible to the purpose of the ineffective provision.

- 3) Amendments and supplements to this contract - and any waiver of the requirement of the written form - must be in written form.

Article 14 – Applicable law - disputes

- 1) This contract is governed by French law.
- 2) Any dispute between the parties which could not be resolved amicably concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this contract, shall be referred to the Tribunal Administratif de Montreuil which shall have exclusive jurisdiction.

Article 15 - Signatures

This Subsidy Contract is issued in three copies by the Managing Authority and shall be countersigned by the Lead Partner.

Date: *30 September 2015*

(Lead Partner)

[Name and function of the elected representative of the Lead Partner]

*M. ÀNGELS CHACÓN
DEPUTY MAYOR FOR
ECONOMIC DEVELOPMENT*

Date: *25 SEP. 2015*

(Managing Authority)

Le chef de service
Adjoint au Directeur de la Ville
et de la cohésion
Raphaël Le Mehaute
.....
Elle Bnat

Mr Raphaël LE MEHAUTE

Managing Authority

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