

A-108 prog

38/4.12.2023

HOTĂRÂRE

privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „Welcome and Empowerment for Local Dignified Integration” (Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta

Consiliul local al municipiului Cluj-Napoca întrunit în ședință ordinară,

Examinând proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „Welcome and Empowerment for Local Dignified Integration” (Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), precum și a cheltuielilor legate de acesta - proiect din inițiativa primarului;

Reținând Referatul de aprobare nr. 958333/1/27.11.2023 al primarului municipiului Cluj-Napoca, în calitate de inițiator;

Analizând Raportul de specialitate nr. 958385/105/27.11.2023 al Biroului Relații Externe și Investitori, al Direcției juridice și al Direcției economice, prin care se propune aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „Welcome and Empowerment for Local Dignified Integration” (Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), precum și a cheltuielilor legate de acesta;

Văzând avizul comisiei de specialitate;

Având în vedere prevederile Regulamentelor (UE) nr. 1058/2021, 1059/2021 și 1060/2021 ale Parlamentului European și ale Consiliului din 24 iunie 2021 precum și ale Legii nr. 231 din 19 iulie 2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul „Cooperare teritorială europeană”, în perioada 2021 – 2027 și ținând cont de prevederile Programului European URBACT IV, ale Ghidului privind Apelul de Propuneri pentru crearea Rețelelor pentru Planificarea de Acțiuni în cadrul URBACT IV, ale Acordului de parteneriat și ale Contractului de finanțare înregistrate sub numărul 876226/105/02.11.2023 precum și ale cererii de finanțare înregistrată sub nr. 957108/105/27.11.2023

Potrivit dispozițiilor art. 129, 133 alin. 1, 139 și 196 din Ordonanța de Urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare,

HOTĂRĂȘTE :

Art. 1. Se aprobă participarea Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, în vederea accesării de fonduri nerambursabile prin Programul European Interreg URBACT IV.

Art. 2. Se aprobă valoarea totală a bugetului proiectului, prevăzut la art.1, în sumă de **849.943,50 euro**, din care Municipiul Cluj-Napoca are alocat un buget de **64.450,00 euro**, defalcat pe surse de finanțare, după cum urmează:

- contribuția Fondului European de Dezvoltare Regională, în procent de 80% din totalul bugetului alocat municipiului, reprezentând **51.560,00 euro**;
- cofinanțare națională prin Ministerul Dezvoltării, Lucrărilor Publice și Administrației, în procent de 18% din totalul bugetului alocat municipiului, reprezentând **11.601,00 euro**;
- contribuție proprie din bugetul local al municipiului Cluj-Napoca, în procent de 2% din totalul bugetului alocat municipiului, reprezentând **1.289,00 euro**.

Art. 3. Municipiul Cluj-Napoca se obligă să asigure resursele financiare, costuri eligibile, neeligibile, inclusiv costurile conexe proiectului, necesare implementării optime a proiectului în condițiile rambursării/decontării ulterioare a cheltuielilor din instrumentele structurale și din bugetul de stat.

Art. 4. Cu îndeplinirea prevederilor hotărârii se încredințează Echipa de Implementare, desemnată prin dispoziția primarului municipiului Cluj-Napoca, Biroul Relații Externe și Investitori și Direcția Economică.

Președinte de ședință,

.....

REFERAT DE APROBARE

privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta

Programul european URBACT IV (2021 - 2027) promovează dezvoltarea urbană durabilă integrată în orașele din Europa având ca misiune încurajarea și facilitarea colaborării orașelor pentru dezvoltarea soluțiilor integrate la provocările urbane comune, învățând din experiențele reciproce și identificând bune practici pentru îmbunătățirea politicilor urbane. De asemenea, programul URBACT va contribui la o Europă mai aproape de cetățeni (PO5). Mai precis, URBACT poate ajuta mai multe orașe să își dezvolte capacitățile de a concepe și furniza planuri și strategii de dezvoltare urbană durabilă.

Urmând succesul programelor URBACT I, II și URBACT III (2014 - 2020), programul URBACT IV este organizat în jurul a patru obiective principale: capacitatea de implementare a politicilor publice, formularea politicilor publice, implementarea politicilor publice și construirea și împărtășirea cunoștințelor.

Formularul de înscriere în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), a fost depus de către municipiul Cluj-Napoca în calitate de organizație parteneră, în cadrul Axei Prioritare „Promovarea dezvoltării urbane durabile integrate prin cooperare” având ca obiectiv specific „O mai bună guvernanta a cooperării prin consolidarea capacității instituționale a autorităților publice și a părților interesate de a implementa strategii teritoriale urbane”.

Obiectivul general al proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), îl reprezintă utilizarea principiilor guvernantei participative pentru a descoperi împreună cu toate părțile interesate cum pot fi garantate condițiile de primire demne pentru noii veniți și cum se poate facilita

integrarea cu succes a acestora în societățile gazdă. Planurile de acțiuni integrate vor cuprinde măsuri sociale, economice și culturale, reflectând valorile românești și europene.

Rezultatele principale anticipate ale proiectului sunt:

Migranții nou-veniți sunt adesea marginalizați, iar autoritățile locale se străduiesc să le satisfacă nevoile. Proiectul își propune să abilitizeze autoritățile locale, în coordonare cu alți parteneri locali, naționali și internaționali, pentru a primi cu succes noii-veniți. Proiectul va reuni autoritățile locale din 10 orașe europene pentru a dezvolta planuri de acțiune care vor integra noi soluții care să garanteze condiții de primire demne (care să respecte drepturile omului) și să faciliteze integrarea migranților în societatea gazdă. În acest sens, se au în vedere următoarele rezultate:

- schimb de bune practici și cunoștințe între municipiul Cluj-Napoca și celelalte orașe partenere europene în vederea identificării de soluții pentru îmbunătățirea politicilor publice privind primirea și incluziune migranților și crearea unor sisteme de guvernare eficiente în acest scop.
- crearea unui sistem local de integrare care să gestioneze fluxurile de migrație cauzate de crize prezente sau viitoare. Aceasta ar trebui să genereze o societate mai inclusivă în care drepturile resortisanților din țările terțe sunt garantate și în care aceștia au posibilitatea să contribuie din plin la bunăstarea comunității locale.
- crearea unui Grup Local URBACT format din autorități locale și factori interesați din domeniul migrației care să propună diverse acțiuni și măsuri pe care municipiul Cluj-Napoca trebuie să le implementeze pentru a facilita primirea și incluziunea migranților, în concordanță cu strategia Uniunii Europene.
- elaborarea unui plan de acțiune integrat pentru a transpune în politici locale cunoștințele dobândite în cadrul scimburilor de experiență transnațională în ceea ce privește integrarea migranților și transformarea acestora într-un avantaj pentru comunitate.

Durata de implementare a proiectului este până la data de 31.12.2025.

Partenerii proiectului sunt:

PP1 Partener principal - Orașul Utrecht (Olanda)

și:

PP2 – Orașul Sosnowiec (Polonia)

PP3 – Orașul Fundão (Portugalia)

- PP4 - Orașul Albacete (Spania)
- PP5 – Municipiul Timișoara (România)
- PP6 – Municipiul Cluj-Napoca (România)
- PP7 – Orașul Osijek (Croatia)
- PP8 – Orașul Lampedusa (Italia)
- PP9 – Orașul Liège (Belgia)
- PP10 – Orașul Seine-Saint-Denis (Franța)

Conform formularului de aplicație aprobat de Secretariatul URBACT din Paris, Franța, și a contractului de finanțare încheiat între Agenția Națională pentru Coeziune Teritorială și Partenerul principal – orașul Utrecht, bugetul total eligibil al proiectului este de **849.943,50 euro** din care Municipiul Cluj-Napoca are alocat un buget de **64.450,00 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția Fondului European de Dezvoltare Regională în procent de 80% din totalul bugetului alocat municipiului, reprezentând **51.560,00 euro**;
- cofinanțare națională prin Ministerul Dezvoltării, Lucrărilor Publice și Administrației, în procent de 18% din totalul bugetului alocat municipiului, reprezentând **11.601,00 euro**;
- contribuție proprie din bugetul local al municipiului Cluj-Napoca, în procent de 2% din totalul bugetului alocat municipiului, reprezentând **1.289,00 euro**;

Bugetul proiectului alocat municipiului Cluj-Napoca cuprinde cheltuieli cu personalul implicat în activitățile de management de proiect, cheltuieli administrative și operaționale ale proiectului, cheltuieli de transport și cazare, expertiză externă și servicii necesare elaborării, testării și implementării planului de transfer de cunoștințe și bune practici către partenerii proiectului.

În data de 01.08.2023 a fost semnat acordul de parteneriat între Municipiul Cluj-Napoca și partenerii proiectului.

Contractul de finanțare încheiat între partenerul principal Utrecht și Autoritatea de Management pentru programul URBACT IV (Agenția Națională pentru Coeziune Teritorială) a fost semnat în data de 9 octombrie 2023.

În vederea semnării contractului de cofinanțare cu Ministerul Dezvoltării, Lucrărilor Publice și Administrației este necesară aprobarea bugetului alocat Municipiului Cluj-Napoca în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), respectiv a contribuției proprii.

Ca atare, în contextul justificării necesității de îmbunătățire a politicilor publice locale privind primirea și incluziunea resortisanților din țările terțe, precum și pentru consolidarea capacităților

BIROUL RELAȚII EXTERNE ȘI INVESTITORI
DIRECȚIA ECONOMICĂ
DIRECȚIA JURIDICĂ
Nr. 958385/105/27.11.2023

RAPORT DE SPECIALITATE

privind propunerea de aprobare a participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta

Având în vedere:

Referatul de aprobare înregistrat sub nr. 958333/1/27.11.2023 al Primarului Municipiului Cluj-Napoca;

Proiectul de hotărâre privind aprobarea participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta;

Biroul Relații Externe și Investitori, Direcția Juridică și Direcția Economică precizează următoarele:

Programul european URBACT IV (2021 - 2027) promovează dezvoltarea urbană durabilă integrată în orașele din Europa având ca misiune încurajarea și facilitarea colaborării orașelor pentru dezvoltarea soluțiilor integrate la provocările urbane comune, învățând din experiențele reciproce și identificând bune practici pentru îmbunătățirea politicilor urbane. De asemenea, programul URBACT va contribui la o Europă mai aproape de cetățeni (PO5). Mai precis, URBACT poate ajuta mai multe orașe să își dezvolte capacitățile de a concepe și furniza planuri și strategii de dezvoltare urbană durabilă.

Urmând succesul programelor URBACT I, II și URBACT III (2014 - 2020), programul URBACT IV este organizat în jurul a patru obiective principale: capacitatea de implementare a politicilor publice, formularea politicilor publice, implementarea politicilor publice și construirea și împărtășirea cunoștințelor.

Formularul de înscriere în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), a fost depus de către municipiul Cluj-Napoca în calitate de organizație parteneră, în cadrul Axei Prioritare „Promovarea dezvoltării urbane durabile integrate prin cooperare” având ca obiectiv specific „O mai bună guvernanta a cooperării prin consolidarea capacității instituționale a autorităților publice și a părților interesate de a implementa strategii teritoriale urbane”.

Obiectivul general al proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027), îl reprezintă utilizarea principiilor guvernantei participative pentru a descoperi împreună cu toate părțile interesate cum pot fi garantate condițiile de primire demne pentru migranții nou-veniți și cum se poate facilita integrarea cu succes a acestora în societățile gazdă. Planurile de acțiuni integrate vor cuprinde măsuri sociale, economice și culturale, reflectând valorile românești și europene.

În acest scop, proiectul urmărește atingerea a două obiective secundare:

- respectarea drepturilor omului pentru migranți: primirea străinilor cu demnitate și facilitarea accesului acestora la drepturile lor fundamentale (locuință, îngrijire medicală, educație, loc de muncă, cultură, activități sportive, etc);
- întărirea capacității autorităților locale de a răspunde nevoilor noilor veniți, de a facilita integrarea acestora și de a oferi la nivel local servicii de incluziune complet integrate într-un sistem de guvernanta pe mai multe niveluri.

Rezultatele principale anticipate ale proiectului sunt:

Migranții nou-veniți sunt adesea marginalizați, iar autoritățile locale se străduiesc să le satisfacă nevoile. Proiectul își propune să abilitaze autoritățile locale, în coordonare cu alți parteneri locali, naționali și internaționali, pentru a primi cu succes nou-veniții. Proiectul va reuni autoritățile locale din 10 orașe europene pentru a dezvolta planuri de acțiune care vor integra noi soluții care să garanteze condiții de primire demne (care să respecte drepturile omului) și să faciliteze integrarea migranților în societatea gazdă. În acest sens, se au în vedere următoarele rezultate:

- schimb de bune practici și cunoștințe între municipiul Cluj-Napoca și celelalte orașe partenere europene în vederea identificării de soluții pentru îmbunătățirea politicilor publice privind primirea și incluziune migranților și crearea unor sisteme de guvernare eficiente în acest scop.
- crearea unui sistem local de integrare care să gestioneze fluxurile de migrație cauzate de crize prezente sau viitoare. Aceasta ar trebui să genereze o societate mai inclusivă în care drepturile resortisanților din țările terțe sunt garantate și în care aceștia au posibilitatea să contribuie din plin la bunăstarea comunității locale.
- crearea unui Grup Local URBACT format din autorități locale și factori interesați din domeniul migrației care să propună diverse acțiuni și măsuri pe care municipiul Cluj-Napoca trebuie să le implementeze pentru a facilita primirea și incluziunea migranților, în concordanță cu strategia Uniunii Europene.
- elaborarea unui plan de acțiune integrat pentru a transpune în politici locale cunoștințele dobândite în cadrul scimburilor de experiență transnațională în ceea ce privește integrarea migranților și transformarea acestora într-un avantaj pentru comunitate.

Durata de implementare a proiectului este până la data de 31.12.2025.

Partenerii proiectului sunt:

PP1 Partener principal - Orașul Utrecht (Olanda)

și:

PP2 – Orașul Sosnowiec (Polonia)

PP3 – Orașul Fundão (Portugalia)

PP4 - Orașul Albacete (Spania)

PP5 – Municipiul Timișoara (România)

PP6 – Municipiul Cluj-Napoca (România)

PP7 – Orașul Osijek (Croatia)

PP8 – Orașul Lampedusa (Italia)

PP9 – Orașul Liège (Belgia)

PP10 – Orașul Seine-Saint-Denis (Franța)

Conform formularului de aplicație aprobat de Secretariatul URBACT din Paris, Franța, și a contractului de finanțare încheiat între Agenția Națională pentru Coeziune Teritorială și Partenerul principal – orașul Utrecht, bugetul total eligibil al proiectului este de **849.943,50 euro** din care Municipiul Cluj-Napoca are alocat un buget de **64.450,00 euro**, defalcat pe surse de finanțare după cum urmează:

- contribuția Fondului European de Dezvoltare Regională în procent de 80% din totalul bugetului alocat municipiului, reprezentând **51.560,00 euro**, conform Ghidului solicitantului și a cererii de finanțare înregistrată sub numărul 957108/105/27.11.2023;
- cofinanțare națională prin Ministerul Dezvoltării, Lucrărilor Publice și Administrației, în procent de 18% din totalul bugetului alocat municipiului, reprezentând **11.601,00 euro**, conform Legii nr. 231 din 19 iulie 2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul „Cooperare teritorială europeană”, în perioada 2021 – 2027;
- contribuție proprie din bugetul local al municipiului Cluj-Napoca, în procent de 2% din totalul bugetului alocat municipiului, reprezentând **1.289,00 euro**;

Bugetul proiectului alocat municipiului Cluj-Napoca cuprinde cheltuieli cu personalul implicat în activitățile de management de proiect, cheltuieli administrative și operaționale ale proiectului, cheltuieli de transport și cazare, expertiză externă și servicii necesare elaborării, testării și implementării planului de transfer de cunoștințe și bune practici către partenerii proiectului.

În data de 01.08.2023 a fost semnat acordul de parteneriat între Municipiul Cluj-Napoca și partenerii proiectului.

Contractul de finanțare încheiat între partenerul principal Utrecht și Autoritatea de Management pentru programul URBACT IV (Agenția Națională pentru Coeziune Teritorială) a fost semnat în data de 9 octombrie 2023.

În vederea semnării contractului de cofinanțare cu Ministerul Dezvoltării, Lucrărilor Publice și Administrației este necesară aprobarea bugetului alocat Municipiului Cluj-Napoca în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), respectiv a contribuției proprii.

Având în vedere cele expuse mai sus, proiectul de hotărâre îndeplinește condițiile de natură tehnică pentru a fi supus dezbaterii și aprobării plenului Consiliului Local.

Temeiul de drept:

- Regulamentul (UE) nr. 1060/2021 al Parlamentului European și al Consiliului din 24 iunie 2021 de stabilire a dispozițiilor comune privind Fondul european de dezvoltare regională, Fondul social european Plus, Fondul de coeziune, Fondul pentru o tranziție justă și Fondul european pentru afaceri maritime, pescuit și acvacultură și de stabilire a normelor financiare aplicabile acestor fonduri, precum și Fondului pentru azil, migrație și integrare, Fondului pentru securitate internă și Instrumentului de sprijin financiar pentru managementul frontierelor și politica de vize și de abrogare a Regulamentului (CE) nr. 1303/2013 al Consiliului, cu modificările și completările ulterioare,
- Regulamentului (UE) nr. 1058/2021 al Parlamentului European și al Consiliului din 24 iunie 2021 privind Fondul european de dezvoltare regională și Fondul de coeziune și de abrogare a Regulamentului (CE) nr. 1301/2013, cu modificările și completările ulterioare,
- Regulamentului (UE) nr. 1059/2021 al Parlamentului European și al Consiliului din 24 iunie 2021 privind dispoziții specifice pentru obiectivul Cooperare teritorială europeană (Interreg) sprijinit de Fondul european de dezvoltare regională și de instrumentele de finanțare externă și de abrogare a Regulamentului (CE) nr. 1299/2013, cu modificările și completările ulterioare,
- Legea nr. 231 din 19 iulie 2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul „Cooperare teritorială europeană”, în perioada 2021 – 2027;
- Ordonanța de urgență nr. 66/2011 privind prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea fondurilor europene și/sau a fondurilor publice naționale aferente acestora, cu modificările și completările ulterioare;
- Normele metodologice de aplicare a prevederilor Ordonanței de urgență a Guvernului nr. 66/2011 privind prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea fondurilor europene și/sau a fondurilor publice naționale aferente acestora, aprobate prin Hotărârea Guvernului nr. 875/2011, cu modificările și completările ulterioare;
- Art. 129 alin. 4 lit. a) din Ordonanța de Urgență nr. 57/2019 privind Codul administrativ, potrivit căruia în exercitarea atribuțiilor privind dezvoltarea economico-socială și de mediu a municipiului, consiliul local:

a) aprobă, la propunerea primarului, bugetul unității administrativ-teritoriale, virările de credite, modul de utilizare a rezervei bugetare și contul de încheiere a exercițiului bugetar;

- Art. 9 alin. 1 din Legea nr. 231/2022 potrivit căruia:

(1) Sumele necesare finanțării proiectelor implementate în cadrul programelor prevăzute la art. 4 se cuprind în bugetele partenerilor principali/partenerilor din România după cum urmează:

a) în bugetele partenerilor principali/partenerilor din România care sunt finanțați integral din bugetul de stat, din bugetul asigurărilor sociale de stat sau din bugetele fondurilor speciale se cuprind sumele necesare finanțării, în anul respectiv, a valorii integrale corespunzătoare părții proprii de proiect pe care și-o asumă în cadrul proiectului comun, precum și părților de proiect asumate de partenerii principali/partenerii care sunt persoane juridice finanțate integral din bugetele acestora;

b) în bugetele partenerilor principali/partenerilor din România care au calitatea de ordonatori de credite ai bugetului local se cuprind sumele necesare finanțării, în anul respectiv, a valorii integrale corespunzătoare părții proprii de proiect pe care și-o asumă în cadrul proiectului comun, precum și părților de proiect asumate de partenerii principali/partenerii care sunt persoane juridice finanțate integral din bugetele acestora;

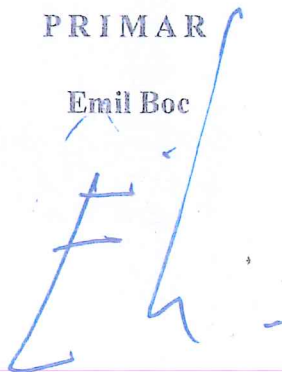
c) în bugetele partenerilor principali/partenerilor din România care sunt instituții publice finanțate integral din venituri proprii și/sau finanțate parțial de la bugetul de stat, bugetul asigurărilor sociale de stat sau în bugetele fondurilor speciale, precum și ale celor care sunt autorități ale administrației publice locale finanțate integral din venituri proprii și/sau finanțate parțial de la bugetele locale se cuprind, din toate sursele de finanțare, inclusiv contribuția proprie, sumele necesare implementării, în anul respectiv, a părții proprii de proiect pe care și-o asumă în cadrul proiectului comun finanțat din fonduri Interreg.

- Programul URBACT IV – *The URBACT IV Programme Manual*
- Ghidul Solicitantului URBACT IV – *Call for Proposals for the creation of up to 30 Action Planning Networks under URBACT IV*
- Cererea de Finanțare- *Application Form* înregistrată sub nr. 957108/105/27.11.2023
- Acord de parteneriat – *Joint Convention between lead partner and project partners for the URBACT IV Operational Programme* înregistrat sub nr. 876226/105/02.11.2023
- Contract de Finanțare- *Subsidy Contract for WELDI Action Planning Network between National Agency for Territorial Cohesion and the City of Utrecht* înregistrat sub nr. 876226/105/02.11.2023

instituționale de a implementa măsuri menite să faciliteze integrarea migranților în societatea gazdă, în temeiul prevederilor art. 136 din Ordonanța de Urgență nr. 57/2019 privind Codul administrativ, îmi exprim inițiativa de promovare a proiectului de hotărâre privind propunerea de aprobare a participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta.

PRIMAR

Emil Boc

A handwritten signature in blue ink, consisting of stylized letters 'E' and 'B' followed by a horizontal line and a small dash.


Din punct de vedere juridic, raportat la dispozițiile/actele menționate anterior, proiectul de hotărâre îndeplinește condițiile legale pentru a fi supus dezbaterii și aprobării plenului Consiliului Local.

Din punct de vedere economic, raportat la prevederile art. 9 alin 1 din Legea nr. 231/2022 privind gestionarea și utilizarea fondurilor Interreg și a contribuției publice naționale, pentru obiectivul „Cooperare teritorială europeană”, în perioada 2021 – 2027, proiectul de hotărâre îndeplinește condițiile de natură economică pentru a fi supus dezbaterii și aprobării plenului Consiliului local.

Având în vedere prevederile legale expuse în prezentul raport, apreciem că proiectul de hotărâre privind propunerea de aprobare a participării Municipiului Cluj-Napoca, în calitate de partener, în cadrul proiectului „*Welcome and Empowerment for Local Dignified Integration*” (*Bun venit și abilitare pentru integrarea cu demnitate a migranților la nivel local*), cod proiect 20312 și acronim WELDI, finanțat prin Programul de Cooperare Interreg URBACT IV (2021 - 2027) și a cheltuielilor legate de acesta poate fi supus dezbaterii și aprobării plenului Consiliului Local.

DIRECȚIA ECONOMICĂ,
Director executiv,
Olimpia Moigrădan

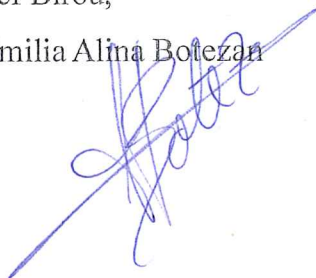
DIRECȚIA JURIDICĂ
Director executiv,
Alina Rus

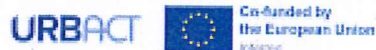
 28.11.2023.

BIROUL DE RELAȚII EXTERNE ȘI INVESTITORI

Șef Birou,

Emilia Alina Botezan





URBACT IV

(2021 - 2027)

Application Form

AF APN UIV 21-27

Priority axis-Investment Priority-Specific Objective 1-1-2

1. Interreg Specific Objective "a better cooperation governance"

1.1. Enhancing Institutional Capacity of Public Authorities and Stakeholders to implement Territorial Strategies

1.1.1. Promoting Integrated Sustainable Urban Development through Cooperation

WELDI

Welcome and Empowerment for Local Dignified Integration

Submitted version

ANCT URBACT MA

20, Avenue de Ségur 75334 Paris Cedex 07 FRANCE Île de France Paris

Tel:

Fax:

Email: info@urbact.eu

Extras din
cererea de finantare
WELDI

pagina 2

8 BUDGETARY PROPOSAL

8.1 Financial contribution by partner and source (incl. ERDF, IPA III funds and local contribution)

ERDF

Name of partner	ERDF	% ERDF	Public co-financing	Total
Utrecht	€130 503.75	65.00 %	€70 271.25	€200 775.00
Sub total	€130 503.75		€70 271.25	€200 775.00
Sosnowiec	€51 560.00	80.00 %	€12 890.00	€64 450.00
Fundão	€51 560.00	80.00 %	€12 890.00	€64 450.00
Albacete	€57 928.80	80.00 %	€14 482.20	€72 411.00
Timisoara	€53 160.00	80.00 %	€13 290.00	€66 450.00
Municipality of Cluj-Napoca	€51 560.00	80.00 %	€12 890.00	€64 450.00
Osijek	€53 160.00	80.00 %	€13 290.00	€66 450.00
Lampedusa	€58 592.00	80.00 %	€14 648.00	€73 240.00
Sub total	€377 520.80		€94 380.20	€471 901.00
Liège	€49 875.00	70.00 %	€21 375.00	€71 250.00
Sub total	€49 875.00		€21 375.00	€71 250.00
Seine-Saint-Denis	€68 911.38	65.00 %	€37 106.12	€106 017.50
Sub total	€68 911.38		€37 106.12	€106 017.50
Total	€626 810.93	73.75	€223 132.57	€849 943.50
Total %	73.75 %	73.75 %	100.00 %	100 %

8.2 ERDF per year

	ERDF
2023	134288,36
2024	229711,60
2025	262810,70

8.3 IPA per year

	IPA
2023	0
2024	0

Extras din cererea de finanțare
WELDI
pagina 59
RW

Municipality of Cluj-Napoca

	2023	2024	2025	2026	Total
Staff costs					
Staff costs	€4 000.00	€9 250.00	€9 250.00	€0.00	€22 500.00
Total Staff costs	€4 000.00	€9 250.00	€9 250.00	€0.00	€22 500.00
Office and Administration					
Office and Administration	€200.00	€462.50	€462.50	€0.00	€1 125.00
Total Office and Administration	€200.00	€462.50	€462.50	€0.00	€1 125.00
Travel and Accommodation					
Staff Travel and Accommodation	€2 250.00	€4 475.00	€4 475.00	€0.00	€11 200.00
Total Travel and Accommodation	€2 250.00	€4 475.00	€4 475.00	€0.00	€11 200.00
External Expertise and Services					
External Expertise Project Coordination	€0.00	€0.00	€0.00	€0.00	€0.00
Expertise Meeting Organisation	€4 000.00	€8 300.00	€8 325.00	€0.00	€20 625.00
Expertise Communication	€0.00	€0.00	€0.00	€0.00	€0.00
Expert and other non-staff Travel	€800.00	€1 600.00	€1 600.00	€0.00	€4 000.00
Expertise First Level Control	€1 000.00	€2 000.00	€2 000.00	€0.00	€5 000.00
Total External Expertise and Services	€5 800.00	€11 900.00	€11 925.00	€0.00	€29 625.00
Equipment					
Equipment	€0.00	€0.00	€0.00	€0.00	€0.00
Total Equipment	€0.00	€0.00	€0.00	€0.00	€0.00
Total	€12 250.00	€26 087.50	€26 112.50	€0.00	€64 450.00
Partner financing plan					€64 450.00

Extras din urmea
de finantare WELDI
pagina 65

W

Date :

Official stamp

Extras din cererea de
firantare WELDI
pagina 72

A handwritten signature in black ink, consisting of a stylized 'W' followed by a horizontal line.

URBACT



Co-funded by
the European Union
Interreg

■ ■
RÉPUBLIQUE
FRANÇAISE
Liberté
Égalité
Fraternité

an
ct

Agence nationale
de la cohésion
des territoires

**The URBACT IV Programme
2021-2027**

SUBSIDY CONTRACT FOR

WELDI

ACTION PLANNING NETWORK

BETWEEN

National Agency for Territorial Cohesion

20 avenue de Ségur, TSA 10717 – 75334 PARIS CEDEX 07

acting as Managing Authority of the European Territorial Cooperation
programme URBACT IV, (assisted by the URBACT Joint Secretariat), and
hereinafter referred to as the Managing Authority or URBACT Secretariat,

AND

The City of Utrecht

Stadsplateau 1, 3521 AZ Utrecht, The Netherlands

acting as Lead Beneficiary, and hereinafter referred to as **Lead Partner**

**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.**

Preamble

The 27 European Union (UE) Member States, Norway, Switzerland, Albania, Montenegro, Serbia, North Macedonia and Bosnia-Herzegovina have entrusted France through the National Agency for Territorial Cohesion to assume the task of Managing Authority of the URBACT IV Operational Programme.

URBACT is a European territorial cooperation programme for European cities designed to encourage the exchange of experience and good practice in sustainable urban development. This programme has been confirmed for a 4th generation.

The Managing Authority has the task of signing the subsidy contracts with Lead Partners as final beneficiaries in line with Article 22 of Regulation (EU) N° 2021/1059.

List of abbreviations

Programme – URBACT IV Operational Programme 2021-2027

AA – Audit Authority

AF – Application form

EC - European Commission

ERDF – European Regional Development Fund

EU – European Union

IPA – Instrument for Pre-Accession

JS - Joint Secretariat

LP - Lead Partner

MA - Managing Authority

MC – Monitoring Committee

NA – National authority

NDICI – Neighborhood, Development and International Cooperation Instrument

PP - Project Partner (PPs – Project Partners)

Therefore, the Managing Authority enters into the following:

SUBSIDY CONTRACT

on behalf of the partners of the URBACT IV Operational Programme, on the basis of:

- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially;
- Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (UE) No 1303/2013, and any amendment;
- Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (UE) No 1301/2013, and any amendment;
- Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund and external financing instruments, and repealing Regulation (UE) No 1299/2013, and any amendment;
- Regulation (EU) No 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Regulation (EU) No 2021/1529 of the European Parliament and of the Council of 15 September 2021, establishing the instrument for Pre-Accession Assistance (IPA III), hereinafter referred to as IPA III regulation;
- Articles 107 and 108 of the Treaty on the Functioning of the European Union;
- Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) No 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;

- Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- Financing agreements concluded as regards of the IPA funds;
- The European Territorial Cooperation Operational Programme URBACT IV (CCI n° 2021TC16FFIR001), approved by the European Commission Implementing Decision on 19 September 2022 [ref: C(2022) 6771];
- The Member and Partner State Agreements between Member/Partner States and the Managing Authority (National Agency for Territorial Cohesion) on the implementation of the URBACT IV Operational Programme;
- Programme specific guidance including those laid out in the URBACT IV Programme Manual as first approved by the Monitoring Committee on 29 November 2022 and subsequently updated, the last updated version applies.
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

which the Lead Partner hereby recognises.

Article 1 - Object of the contract

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 - Intellectual property rights

Article 15 - Conflicts of interest

Article 16 - Duration of the contract

Article 17 - Applicable law - disputes

Article 18 - Signatures

Article 1 - Award of subsidy

- 1) The purpose of this contract is to award a grant to the Lead Partner for the WELDI project (Ref Synergie-CTE N°20312). Conforming to the decision of the URBACT Monitoring Committee dated 31 May 2023 and the modifications as mentioned in article 2.5 of the present contract, the provisional maximum amount of the grant is:

ERDF	IPA	SWISS/ NORWAY	Public co-financing	TOTAL COST
626 810,93 €	0 €	0 €	223 132,57 €	849 943,50 €

This project is part of the URBACT IV Operational Programme.

- 2) In compliance with Article 108 of Regulation (EU) No 1060/2021 and the URBACT IV Operational Programme relevant programming documents, the partners shall be financed by ERDF as follows:
- o Partners from 'more developed' regions shall be co-financed at up to 65% by ERDF
 - o Partners from 'transition' regions shall be co-financed at up to 70% by ERDF
 - o Partners from 'less developed' regions shall be co-financed at up to 80% by ERDF
- 3) Partners from Switzerland and Norway shall be financed as follows:
- o Partners from Norway shall be co-financed at up to 50% by Norwegian national funds
 - o Partners from Switzerland shall be co-financed at up to 50% by Swiss national funds
- 4) Partners from IPA countries are co-financed by up to 95% by IPA Funds
- 5) 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.
- 6) If the European Commission and/or Norway and/or Switzerland fail to make the funds available, the Managing Authority will be entitled to withhold 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.

- 7) Disbursement of the subsidy is subject to the condition that this subsidy contract is signed by all parties to this contract.
- 8) Disbursement of the subsidy will be made subject to the condition that the national first level control process 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 ERDF and IPA co-funding is regulated in the relevant EU regulation, national regulations and rules laid down in the latest version of the URBACT IV Programme Manual. 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.

Expenditure is eligible if it is incurred by the beneficiary, paid and disbursed from 1st June 2023 to 31st March 2026 at the latest.

- 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.
- 5) During network implementation, a reallocation of funds between partners' budgets and between budget categories at network level is allowed of up to 20% of amounts indicated in the approved Application Form. In this case, the

Lead Partner shall inform the 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. 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. The Managing Authority/URBACT Secretariat shall provide templates in the online Monitoring 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, dated 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 by the LP and FLC 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 yearly basis. Three periods are fixed for the project reporting as follows:
 - deadline 31 March 2024 for the reporting period June to December 2023
 - deadline 31 March 2025 for the reporting period January to December 2024
 - deadline 31 March 2026 for the reporting period January to December 2025
- 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 ERDF and/or IPA 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 or IPA 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 of ERDF and/or IPA and/or Norwegian/Swiss funds due to the project.

Following payment due to the project, the Lead Partner will be responsible for transferring the correct amount of ERDF or IPA 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.

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 IV Operational Programme and in accordance with relevant EU regulation, the Lead Partner must request payments according to the timeframe of the budget per year outlined within the project Application Form.

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) The Managing Authority ensures that Lead Partners receive payments of their ERDF, IPA or national contributions as quickly as possible. In cases of detection of systemic errors, the Managing Authority has the right to temporary withhold payments to the Lead Partner. Payment suspension(s) shall be lifted as soon as the Managing Authority has 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 refunding 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 and in the Joint Convention are eligible to ERDF, IPA and Norwegian/Swiss funding.
- 2) 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.

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 the URBACT IV Programme Manual.

Article 5 – Representation of partners, liability

- 1) The Lead Partner shall:
 - a) be responsible for ensuring the implementation of the entire project
 - b) be responsible for transferring the ERDF and or IPA co-financing to the partners participating in the project as soon as possible after receiving the payment from the Managing 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 or IPA payments; 5) distribution of the ERDF or IPA 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.

This list is not exhaustive and the LP and the PPs may add further items according to the project specific needs.

- 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 IV 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.

- i) 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;
- h. To transfer programme funding to the partners in compliance with the amounts reported in the progress report and certified by the Managing 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 IV Operational Programme;
- 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;
- 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. These documents must be kept for a period of five years from 31 December of the year in which the Managing Authority makes the last payment. 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;

- p. To maintain either a separate accounting system or an appropriate accounting code for all transactions relating to the operation, in accordance with applicable regulations.
- 2) When it comes to communication activities, the Lead Partner's obligations are the following:
- a. To assign a communication officer for the network;
 - b. 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;
 - 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 (ideally once every month). It is strongly recommended not to develop a secondary website/blog. If the Lead Partner takes the decision to proceed with the creation of a new platform, in order to create features that are not available on urbact.eu, the platform needs to respect all EU Guidelines on Information. The URBACT Secretariat must be notified about it prior to any web developments (communication@urbact.eu);
 - d. To organise a project launch event attended by all partners;
 - e. To organise one or more final project events to publicise the results and conclusions of the project. It is advisable to organise a final event at project level with the participation of all the partners. If they wish, the project partners can organise final local dissemination events at the end of the project to publicise the results and conclusions of the project to a wider audience;
 - f. To respect the European Commission guidelines on Information and Communication and in particular ensure that the financial support from the ERDF or IPA and the URBACT IV Programme is mentioned in all public statements and relevant logos are used in all publications, while respecting URBACT IV visual identity.
- 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 yearly 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 and dated final project payment claim;
 - b. The signed and dated 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 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.

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.

8) The Lead Partner undertakes to respect and to ensure that its partners respect European policies (which are enforceable against it) and in particular the:

- Sectoral rules: rules on competition, state aid, the environment and public procurement,
- Horizontal principles: principles of gender equality, non-discrimination, and sustainable development.

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. The Lead Partner undertakes to comply with these advertising, communication and visual identity obligations and ensures that the partners comply with them.
- 2) Furthermore, in any public material used to promote or disseminate the project activities whether printed or electronically available the use of the URBACT IV programme logo and slogan and the EU flag together with reference to the ERDF and or IPA, as relevant, 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,
 - whether and how the project has previously been publicised.
- 5) The Lead Partner 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 Lead Partner 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) The Lead Partner 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 all 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
 - 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; 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 IV 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.
- 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.

No compensation may be claimed as a result of this termination.

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 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 IV programme, of the European Union (notably the European Court of Auditors) and, within their responsibility,

the auditing bodies of the participating countries as represented in the Group of Auditors or other national public auditing bodies as well as the Managing Authority/URBACT Secretariat 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. The Lead Partner and its partners undertake to abide by this.

- 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 5 years from 31 December of the year in which the last payment by the Managing Authority to the project has been made. 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 and 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.
- 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) 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.
- 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 external to the parties, 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
National Agency for Territorial Cohesion
20 avenue de Ségur – TSA 10717 – 75334 PARIS CEDEX 07

- 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 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.
- 4) In the context of this contract, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, which came into force on 25 May 2018.

The parties undertake to use the data collected solely for the purposes of executing the contract and to comply with and ensure compliance with the legislative and regulatory provisions relating to information technology, files and freedoms by the persons to whom the processing of participants' personal information will be entrusted.

- 5) The Managing Authority and the Lead Partner undertake to maintain the confidentiality of any document, information or other material directly related to the purpose of the contract; duly qualified as confidential and the disclosure of which could cause prejudice to the other party.

Confidentiality is applied without prejudice to the publication rules applicable to European publicity.

Article 14 - Intellectual property rights

The industrial and intellectual property rights of the project results, reports and other documents relating to the project are vested in the Lead Partner and its partners.

Without prejudice to the provisions of the previous paragraph, the Lead Partner grants the Managing Authority the right to use the results of the project freely and as it sees fit.

Article 15 - Conflicts of interest

The Lead Partner must take all necessary measures to avoid a situation where the impartial and objective performance of this contract is or appears to be compromised by a conflict of interest.

A conflict of interest arises when the impartial and objective performance of the transaction is compromised for family, emotional, political or national affinity, economic interest or any other reason.

If a conflict of interest arises during the performance of this contract, the Lead Partner must immediately take all necessary measures to resolve it and inform the Managing Authority.

The Managing Authority reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

Article 16 - Duration of the contract

This contract will take effect from the date on which it is signed by the parties and retroactively to the project start date of 1 June 2023. It will normally expire, except in special cases, on the date of the last payment made by the MA to the project. Audit obligations remains in force for all LP and PPs even after the end of the subsidy contract.

The project must be completed within the period from June 1st of 2023 to 31st December 2025, in accordance with the timetable specified in the application form.

Article 17 - 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 Paris which shall have exclusive jurisdiction.

Article 18 - Signatures

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

Date: 28-08-2023

(Lead Partner)

Date: 09/10/2023

(Managing Authority)



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

*Mrs Rachel Steefland
Deputy Mayor
Asylum and Integration*

[Name and function of the representative of the Managing Authority]

[Signature]
ANCT
Agence nationale de la cohésion des territoires
Direction déléguée représentative de la ville
20 avenue de Ségur - TSA 10717
9334 PARIS Cedex 07
Tél. : 01 85 58 60 64/65

URBACT



Co-funded by
the European Union
Interreg

Call for Proposals for the creation of up to 30 Action Planning Networks under URBACT IV

Terms of Reference

Call for Proposals open between
09 January 2023 - 31 March 2023

Join [u]s!

Apply to the URBACT call by 31 March 2023!

URBACT



Co-funded by
the European Union
Interreg



URBACT IV - Action Planning Networks



TABLE OF CONTENTS

SECTION 1 - ABOUT URBACT IV & TRANSNATIONAL NETWORKS	4
1.1. The URBACT IV programme.....	4
1.2. Transnational exchange and learning networks in URBACT IV	5
1.3. What is in it for cities?	5
SECTION 2 - ABOUT ACTION PLANNING NETWORKS & BENEFICIARIES	7
2.1. Main objectives of Action Planning Networks	7
2.2. Eligible beneficiaries.....	7
SECTION 3 - THEMATIC COVERAGE FOR ACTION PLANNING NETWORKS.....	9
3.1. URBACT cross-thematic objective	9
3.2. Other considerations within and beyond the new EU regulatory framework..	10
3.2.1. Urban Agenda for the European Union.....	10
3.2.2. European Urban Initiative	11
3.2.3. Others.....	11
SECTION 4 - PARTNERSHIPS FOR ACTION PLANNING NETWORKS.....	13
4.1. General framework.....	13
4.2. Lead Partners.....	13
4.3. Action Planning Network Partnership	13
SECTION 5 - ACTIVITIES AND WORK PACKAGES	14
5.1. Stage 1 of Action Planning Networks	15
5.2. Stages 2 to 4 of Action Planning Networks.....	15
SECTION 6 - BUDGETARY ELEMENTS AND EXPERTISE RESOURCES	17
6.1. URBACT IV Eligible Intervention rates	17
6.2. Action Planning Network Budgets.....	17
6.3. Expertise.....	18
SECTION 7 - THE CREATION OF ACTION PLANNING NETWORKS.....	20
7.1. Submission of Applications	20
7.2. Passage to Stage 2 and beyond	21
SECTION 8 - DETAILED PROCEDURE FOR THE CREATION OF ACTION PLANNING NETWORKS IN THE FRAME OF THE CALL FOR PROPOSALS	21
8.1. General overview.....	21
8.2. Step 1 - Procedure for the submission of Applications.....	22
8.3. Step 2 - Eligibility check of Applications	22
8.4. Step 3 - Assessment of eligible Applications.....	23
8.5. Step 4 - Submission to the Monitoring Committee and approval.....	25
SECTION 9 - COMPLAINTS PROCEDURE	25
SECTION 10 - CONTENT OF APPLICATION	26
SECTION 11 - IMPORTANT DATES FOR APPLICANTS.....	27
SECTION 12 - USEFUL RESOURCES.....	29
12.1. URBACT Joint Secretariat.....	29
12.2. Frequently Asked Questions (FAQ).....	29
12.3. Useful Documents	29
12.4. Finding an Expert.....	29
12.5. Partner Search Tool.....	29



12.6. National URBACT Points..... 29

ANNEX 1 – OUTLINE OF MAIN COMPONENTS OF THE APPLICATION FORM 31

ANNEX 2 - TEMPLATE LETTER OF COMMITMENT FOR THE LEAD PARTNER..... 33

ANNEX 3 – TEMPLATE LETTER OF COMMITMENT FOR A PROJECT PARTNER..... 34

INTRODUCTION – CALL FOR PROPOSALS

The URBACT IV Cooperation Programme (CCI 2021TC16FFIR001) was officially adopted on 19 September 2022 by Commission Implementing Decision C (2022) 6771 final. The adopted Cooperation Programme can be found on the URBACT website¹.

This official document foresees that URBACT IV shall facilitate the sharing of knowledge and good practice between cities and other levels of government. The purpose is to promote integrated sustainable urban development, improve cities' policies and the effectiveness of Cohesion Policy in cities.

In this context, the “Agence nationale de la cohésion des territoires” (ANCT) (France), Managing Authority of the URBACT IV Operational programme, issues a CALL FOR PROPOSALS FOR THE CREATION OF UP TO 30 ACTION PLANNING NETWORKS.

The terms of reference of the present call for proposals have been approved by the URBACT IV Monitoring Committee on 29th November 2022.

This Call for Proposals is open from 09 January 2023 until 31 March 2023, 15:00 CET².

SECTION 1 - ABOUT URBACT IV & TRANSNATIONAL NETWORKS

1.1. The URBACT IV programme

The URBACT IV Programme is part of the European Territorial Cooperation Objective of the Structural Fund policies for the period 2021-2027. The URBACT IV Programme is financed through the European Regional Development Fund, whose principles and regulations are laid down in Regulations (EU) N° 2021/1058, 2021/1059, and 2021/1060 as well as IPA III, whose principles and regulations are laid down in Regulation (EU) 2021/1529.

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.

As stated in the Cooperation Programme, as URBACT IV will build the institutional capacity of cities needed to implement territorial strategies, it directly contributes to Policy Objective PO5 in particular: a Europe closer to citizens, by supporting locally-led development strategies and sustainable urban development across the EU.

To reach this objective URBACT IV has three aims:

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

¹ The URBACT IV Cooperation Programme is available [here](#)

² The online tool for submitting Proposals, SYNERGIE-CTE, will close at 15:00 pm CET on 31 March 2023. More details on the submission procedure for proposals are provided in the sections 7 and 8 of the present Call for Proposals.

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.

1.2. Transnational exchange and learning networks in URBACT IV

The core strand of activities of the URBACT IV Programme is composed of transnational exchange and learning networks. URBACT transnational networks aim to impact local policies and practices by supporting the design and implementation of sustainable and integrated urban policies. There are 3 different types of networks (please refer to the Cooperation Programme and Programme Manual for more details):

- Action Planning Networks
- Transfer Networks
- Innovation Transfer Mechanism

The focus of this particular call is on Action Planning Networks. It is the first call for proposals for Action Planning Networks under URBACT IV. Action Planning Networks allow cities to work together to find solutions to common urban challenges and exchange about the opportunities of sustainable urban development. Through exchange and learning with European peers, cities can develop and test solutions to the challenges they have identified. Using the URBACT Method of transnational exchange, integrated and participatory approach and co-creation, the cities will develop strong Integrated Action Plans at local level to include concrete actions to deal with the challenge identified. Ultimately, the cities will improve their integrated urban policies and the delivery of these policies on the ground.

The principles and regulations for transnational exchange and learning networks to be implemented within the programme are laid down in the URBACT IV Cooperation Programme. In addition to the Cooperation Programme, the URBACT IV Programme Manual includes specific sections outlining how the different tools and actions shall be implemented and shall operate³. In particular, Action Planning Networks' applicants are invited to refer to the following sections:

- Book 1 – Section A. PRESENTATION OF THE URBACT NETWORKS
- Book 1 – Section B. CREATING AN URBACT NETWORK
- Book 1 – Section C. MANAGING AN URBACT NETWORK
- Book 1 – Section D. MANAGING COSTS AND REPORTING PROGRESS
- Book 1 – Section F. COMMUNICATION AT NETWORK LEVEL

1.3. What is in it for cities?

By taking part in an URBACT Action Planning Network it is possible to make real sustainable change in cities. Through peer exchange and learning, more informed, coordinated and successful local policies can be developed to tackle local challenges, harness potential opportunities and deal with common problems. By applying the URBACT Method cities can develop a participatory culture in policy-making which includes all relevant stakeholders and increases transparency and opportunities for successful implementation.

With transnational exchange and learning networks, the URBACT programme provides cities and urban practitioners with opportunities to:

- share and learn from peers in cities across the European Union, Switzerland, Norway and IPA countries (Albania, Bosnia and Herzegovina, Montenegro, North Macedonia and Serbia)

³ The URBACT IV Programme Manual is available [here](#).



- work with other cities around a specific policy challenge, to design innovative local solutions in the format of Integrated Action Plans
- test new ideas and solutions during the network's lifetime
- benefit from tools and training in the field of integrated and participatory approaches to urban challenges and policies
- access expertise to support the development and delivery of integrated and participatory policy-making, as well as thematic expertise to feed into local policies and practices
- obtain financial support to work with other cities around Europe and develop Integrated Action Plans
- create networks of cities for further cooperation and exchange of best practices to improve and elaborate innovative solutions.

More detailed information on how cities can benefit from taking part in an URBACT network, feedback from previous partners, information about the URBACT Method and more about what is expected from partners is available in the Guide to Action Planning Networks⁴ published alongside the present Call for Proposals.

⁴ The Guide to Action Planning Networks is available [here](#).

SECTION 2 – ABOUT ACTION PLANNING NETWORKS & BENEFICIARIES

2.1. Main objectives of Action Planning Networks

The main objective of Action Planning Networks is to improve the capacity of cities to manage sustainable urban policies, and more specifically, to improve the capacity to design integrated urban action plans in cities.

Action Planning Networks are expected to support an organised process of exchange and learning among peers, with a view to improving local policies through concrete action planning.

By taking part in an Action Planning Network, cities exchange on specific policy challenges and share experiences, problems and possible solutions, generating new ideas to address challenges related to integrated sustainable urban development.

As a starting point, cities willing to get involved in Action Planning Networks shall identify a policy challenge they want to address at local level. Then, they shall commit to develop an Integrated Action Plan that will address this challenge. This Integrated Action Plan will be both a driver of the transnational exchange and learning activities and a key concrete output of their participation in the Action Planning Network.

Cities interested in participating in an Action Planning Network shall also commit to work on their policy challenges with a participatory approach involving all relevant local stakeholders (from within the local administration and beyond, civil society, private sector, associations, etc.) in the action-planning process. These key stakeholders will be gathered in an URBACT Local Group. They will be actively involved in the transnational exchange activities and in the co-production of the Integrated Action Plan to be produced by the city. The participatory approach shall improve the action-planning process and the subsequent delivery of the local policies (strengthening the evidence base, ensuring understanding and ownership of the problems identified and of the solutions / policies developed, creating the conditions for a successful delivery, etc.).

Throughout the network duration, cities will be communicating to an external audience about their work and results. The URBACT Secretariat will provide specific tools and guidance for this purpose.

2.2. Eligible beneficiaries

For transnational exchange and learning activities (and thus for Action Planning Networks), the URBACT IV Cooperation Programme identifies the Programme area and defines two categories of beneficiaries: the main beneficiaries (city partners) and other beneficiaries (non-city partners).

The URBACT IV programme area consists of:

- The 27 EU Member States
- Partner States Norway and Switzerland. Partners from Norway and Switzerland cannot make use of ERDF allocations. Partners from Switzerland can be co-financed at 50% by a national fund⁵. Partners from Norway may participate in Action Planning Networks with Norwegian national funds covering up to 50% of the costs⁶.

⁵ Swiss participants are asked to contact the Federal Office for Spatial Development (ARE) to receive information on the available funds under this call.

⁶ Norwegian participants are asked to contact the Ministry of Local Government and Regional Development (KDD) to receive information on the available funds under this call.

- The Instrument for Pre-Accession Assistance (IPA) countries: Albania, Bosnia and Herzegovina, Montenegro, North Macedonia and Serbia. Partners from IPA countries can participate in operations using IPA funding, without receiving ERDF co-financing.
- Other countries. Partners from other countries, anywhere in the world, can participate with their own funding.

The **main beneficiaries** for Action Planning Networks shall be **cities** from 27 EU Member States, Norway, Switzerland, as well as IPA countries willing to develop integrated strategies and action plans for sustainable urban development. The beneficiary type “city” refers to the public local authority representing:

- Cities, municipalities, towns;
- Local agencies defined as public or semi-public organisations set up by a city, partially or fully owned by the city authority, responsible for the design and implementation of specific policies (economic development, energy supply, health services, transport, etc.)
- Infra-municipal tiers of government such as city districts and boroughs in cases where they are represented by a politico-administrative institution having competences for policy-making and implementation in the policy area covered by the URBACT network concerned in which they are willing to get involved;
- Metropolitan authorities and organised agglomerations in cases where they are represented by a politico-administrative institution having delegated competences for policy-making and implementation in the policy area covered by the URBACT network concerned.

There is no limit of population size for cities wishing to participate in URBACT activities. URBACT specifically supports urban authorities from neighbourhood to functional urban area level depending on the topic covered and the impact that can be made. This includes urban-rural linkages and cross-border functional urban areas.

Cities with no previous URBACT experience are particularly invited to apply.

A balance between cities from EU's more developed, less developed and transition regions will be ensured and monitored using the eligibility criteria of this call for proposals.

All URBACT networks will link to the European Urban Initiative (EUI)⁷. Specifically, the work of the Action Planning Networks in developing the capacity of cities to co-design integrated urban action plans is relevant for many cities working on sustainable urban development as referred in the Article 11 of the ERDF Regulation⁸. **The involvement of Article 11 cities and other cities benefiting from Cohesion policy funds will be sought for, as well as the alignment with Cohesion policy characteristics.**

In addition to city partners, Action Planning Networks can also include a limited number of **other eligible beneficiaries (non-city partners)**. In the case of Action Planning Networks, the list of other eligible beneficiaries is defined as follows:

- Provincial, regional and national authorities, as far as urban issues are concerned;

⁷ More detailed information is presented under section 3.3 of the present Call for Proposals.

⁸ Article 11 Regulation (EU) 2021/1058 requires that a minimum of 8% of ERDF resources per Member State be allocated to integrated territorial development focused on urban areas (sustainable urban development). Special attention shall be given to tackling environmental and climate challenges, notably the transition towards a climate neutral economy by 2050, to harnessing the potential of digital technologies for innovation purposes, and to supporting the development of functional urban areas.

- Universities and research centres, as far as urban issues are concerned;
- Managing Authorities of Cohesion Policy and EU Solidarity Funds.

In order to be eligible, non-city partners must be public authorities or Equivalent Public Bodies⁹. Please refer to Section 4 for further specific details about eligible beneficiaries for this call.

SECTION 3 - THEMATIC COVERAGE FOR ACTION PLANNING NETWORKS

3.1. URBACT cross-thematic objective

The overall objective of URBACT IV according to Article 3 EU Regulation 2021/1059 is to reinforce the effectiveness of Cohesion Policy by promoting exchange of experiences, innovative approaches and capacity building. URBACT IV addresses the capacity needs of urban authorities in designing and implementing sustainable urban development strategies and plans according to an integrated, participatory and place-based approach, replicating good practices and designing investment plans for innovative urban actions. This approach aims to support cities to comply with Article 29 EU regulation 2021/1060. This is primarily a challenge of a cross-thematic nature that URBACT wants to tackle through transnational networking, capacity-building activities and knowledge sharing.

Given that the needs and solutions are cross-thematic, URBACT IV will have one cross-thematic objective. URBACT will not directly support implementation actions but aims to build the governance capacity of cities so they, in turn, can effectively implement sustainable urban development strategies under the different policy objectives of Cohesion Policy. Therefore, URBACT activities are programmed under the Interreg Specific Objective (ISO) 1: A better cooperation governance.

URBACT supports networks in any thematic issues on better cooperation governance. The present Call for Proposals for Action Planning networks is open to any specific urban challenge or topic that is relevant to the candidate cities.

The programme structure around one single cross-cutting priority means that beneficiaries can potentially cooperate on any topics of shared relevance in line with their local needs, as long as this falls within the scope of Cohesion Policy. When considering the thematic coverage of the Action Planning Networks, this scope includes **the five policy objectives** as defined in Article 3 of the ERDF regulation (EU) 2021/1058:

- 1. a more competitive and smarter Europe** by promoting innovative and smart economic transformation and regional ICT connectivity;
- 2. a greener, low-carbon transitioning towards a net zero carbon economy and resilient Europe** by promoting clean and fair energy transition, green and blue investment, the circular economy, climate change mitigation and adaptation, risk prevention and management, and sustainable urban mobility;

⁹ Based on EU Public Procurement Law, **equivalent public body** refers to any legal body governed by public or private law:

1. established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character (which does not exclude bodies partly having an industrial or commercial character), and
2. having legal personality, and
3. a) either financed, for the most part, by the State, or regional or local authorities, or other bodies governed by public law, b) or subject to management supervision by those bodies, c) or having an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities or by other bodies governed by public law."

3. **a more connected Europe** by enhancing mobility;
4. **a more social and inclusive Europe** implementing the European Pillar of Social Rights;
5. **a Europe closer to citizens** by fostering the sustainable and integrated development of all types of territories and local initiatives.

From a thematic perspective, this scope includes the topics defined by the policy objectives and specific objectives of Cohesion Policy as presented in Article 5 of the Common Provisions Regulation (EU) 2021/1060 and Article 3 of the ERDF regulation (EU) 2021/1058. Despite the selection of one single priority, the actions of the programme are still organised according to the different specific objectives of the Cohesion Policy. This allows a coherent clustering of the activities supported. This also means that projects need to explain how their proposal links to the Cohesion Policy Objectives referred to in Article 5(1) of Regulation (EU) 2021/1060 in their application form.

While addressing the main topic the URBACT networks will choose to work on, they will also have to reflect on how their activities and action plans address the **cross-cutting principles of green transition, digital transformation, and gender equality**. Whether cities aim to address mobility issues, cultural heritage, financial engineering, energy transition or any other topic, URBACT invites to take the extra mile and consider how these holistic themes can be part of the analysed challenges and solutions.

Proposals should demonstrate added value compared to the networks already financed by URBACT in the past. The details of the topics tackled under previous networks can be found on the URBACT website: <https://urbact.eu/networks>

The knowledge exchange and learning activities undertaken by the networks shall ensure a more integrated approach to the urban challenges addressed and produce up-to-date analysis of city policy and practice to be shared beyond URBACT, in particular through the European Urban Initiative (EUI) and through contributions to the Urban Agenda for the EU (UAEU).

3.2. Other considerations within and beyond the new EU regulatory framework

Within and beyond what is specifically foreseen within the new EU regulatory framework, notable policy strategic initiatives and programmes aimed at cities can be noted, in particular:

3.2.1. Urban Agenda for the European Union

Since the 2016 Pact of Amsterdam¹⁰, the European Commission, EU Member States, cities and other stakeholders have been working together in multi-level partnerships for the Urban Agenda for the EU. The Urban Agenda focuses specifically on three pillars of EU policy-making and implementation, namely better regulation, better funding and better knowledge. Fourteen thematic partnerships linked to sustainable urban development policies in the EU were launched from 2016 to 2019 and have produced action plans tackling specific issues within the three pillars.

The full list of the 14 UAEU topics can be found below:

¹⁰ <https://ec.europa.eu/futurium/en/content/pact-amsterdam>

- Air quality
- Circular economy
- Climate adaptation
- Culture and cultural heritage
- Digital transition
- Energy transition
- Housing
- Inclusion of migrants & refugees
- Innovative & responsible public procurement
- Jobs & skills in the local economy
- Sustainable use of land & nature-based solutions
- Urban mobility
- Urban poverty
- Security in public spaces

The New Leipzig Charter “The transformative power of cities for the common good”¹¹ adopted in November 2020 provides a European policy framework for sustainable urban development. It considers the Urban Agenda for the EU as the key vehicle for its implementation. In 2021, the renewal process of the Urban Agenda for the EU started, in line with the directions provided by the New Leipzig Charter and its implementing document.

On 26 November 2021, EU Ministers responsible for Urban Matters adopted the Ljubljana Agreement and its Multiannual Working Programme that materialise the start of a new phase of the Urban Agenda for the EU, including its operational parameters, work method and steps. The agreement also comprises the addition of four new themes: Greening cities, Sustainable tourism, Food and Cities of equality. Two new thematic partnerships on Greening Cities and Sustainable Tourism have been launched in 2022.

Applicants are encouraged to take into consideration, when relevant, how the network can link to the partnerships developed for the Urban Agenda for the European Union, for example by tackling one of the actions signposted in the Partnership Action Plans. More information about the Urban Agenda for the EU, and the detailed action plans, can be found on the dedicated website for the Urban Agenda for the EU: <https://www.urbanagenda.urban-initiative.eu/>

In the 2021–2027 period, support to the Urban Agenda for the EU is provided under the European Urban Initiative.

3.2.2. European Urban Initiative

URBACT IV shall complement the actions being delivered by the European Urban Initiative under Article 12 of Regulation (EU) 2021/1058 as part of the urban dimension of Cohesion policy.

Transnational networking of cities will remain the focus of the URBACT IV programme in the 2021–2027 period, and the core of such activity will be the exchange of experiences, innovative approaches and capacity building in relation to the identification, transfer and capitalisation of urban good practices on integrated and sustainable urban development¹². Therefore, the intervention logic of the EUI includes a work stream ‘Networks of cities supported by URBACT IV’ under its sub-strand (b.1) Capacity building. The specific objective of this work stream is to create a strong interconnection between the EUI and URBACT IV, and in particular, between the EUI and the URBACT IV transnational networks of cities.

3.2.3. Others

Other considerations can include:

¹¹ <https://futurium.ec.europa.eu/en/urban-agenda/library/new-leipzig-charter-and-implementing-document>

¹² Article 3(3)b of the ETC Regulation (EU) 2021/1059



- Relevant EU initiatives and programmes such as the European Innovation Partnership on smart cities and communities, the Covenant of Mayors for Climate and Energy, the EU Mission on 100 Climate-Neutral and Smart Cities, the Intelligent Cities Challenge, the Digital Europe Programme and Connecting Europe Facility Digital Programme.
- The New European Bauhaus (NEB) shares many key principles with the URBACT programme including cross-disciplinary working, participation, sustainability and inclusiveness. Through its activities, the URBACT programme shall also be able to contribute to the NEB initiative.
- The New Leipzig Charter, and to the extent possible its Implementing document adopted in November 2020. The Charter puts forward a revised vision for sustainable urban development in Europe and considers the Urban Agenda for the EU as a key vehicle for its implementation. The Charter places the emphasis on the transformative power of cities for the common good. This is to be achieved through actions taken within the three thematic dimensions - 'Just, Green and Productive Cities' - as well as through one cross-sectoral dimension 'Digitalisation' that are implemented in a format of multi-level governance. The Charter enshrines the five EU principles of good urban governance that comprise "policy for the common good", "integrated approaches", "multi-level governance", "place-based approaches" and "participation and co-creation".
- The UN Sustainable Development Goals (SDGs) of the 2030 Agenda¹³, and in particular, the Goal 11 "Make cities inclusive, safe, resilient and sustainable". In line with the Article 12 of the ERDF/CF Regulation, special attention will be given to the challenges of 'localising' the SDGs on the ground across EU cities and regions, in particular, regarding capacity building and strategic correlations between Cohesion Policy, SDGs and the key principles laid out by the New Urban Agenda¹⁴.

Applicants are encouraged to take into consideration, when relevant, how the network can link to these initiatives.

¹³ <https://sdgs.un.org/2030agenda>

¹⁴ <https://unhabitat.org/sites/default/files/2019/05/nua-english.pdf>

SECTION 4 - PARTNERSHIPS FOR ACTION PLANNING NETWORKS

4.1. General framework

Transnational partnerships are cornerstones of URBACT Action Planning Networks. The rules defined below shall apply to all partnerships involved in Action Planning Network proposals. These rules translate into eligibility criteria (see section 8.3.) and shall therefore be respected. Eligibility criteria are requirements, which must be all fulfilled for a proposal to be declared eligible. Only eligible proposals shall be considered for further assessment and approval.

4.2. Lead Partners

All Lead Partners in Action Planning Networks MUST be cities according to the description provided in section 2.2 above. Each network has to appoint a **Lead Partner**. Lead Partners are key actors of transnational partnerships for Action Planning Networks. They have full responsibility for network management, coordination of activities among the transnational partners, communication at network and EU levels, and implementation of the work programme. The Lead Partner also bears financial and legal responsibility and liability for the whole partnership towards the Managing Authority.

Only cities (according to the definition provided under section 2.2) from the 27 EU Member States¹⁵ can be Lead Partners of Action Planning Networks¹⁶.

The candidate Lead Partner SHALL be candidate Lead Partner in one URBACT proposal only under this call.

Further information on the roles and responsibilities of Lead Partners and Project Partners is available in the Programme Manual, Book 1 – Section MANAGING AN URBACT NETWORK and Section F. COMMUNICATION AT NETWORK LEVEL.

4.3. Action Planning Network Partnership

A **full partnership** shall be set up for the submission of the application.

The **partnership** to be proposed **must include a minimum of 8 and a maximum of 10 partners from eligible countries.**

One city (as defined under section 2.2) will be designated as Lead Partner (as defined under section 4.2 above).

4.3.1 Eligible partners to funding

ERDF PARTNERS

The project partners that are located in the 27 EU Member States (see section 2.2) are co-financed by the European Regional Development Fund (ERDF). They can be involved as full Project Partners under this call for proposals, provided all eligibility criteria are respected. Compliance with the eligibility criteria will be confirmed during the eligibility check.

¹⁵ Since a Norwegian or a Swiss Lead Partner would not have financial responsibility regarding ERDF funding, cities from Norway and Switzerland cannot currently be Lead Partners of Action Planning Networks.

¹⁶ Cities from Albania, Bosnia and Herzegovina, Montenegro, North Macedonia and Serbia (IPA countries) cannot currently be Lead Partners of Action Planning Networks. Cities from these countries will be able to lead future networks once the legal framework is in place.

IPA PARTNERS

Countries concerned by the Instrument for Pre-Accession Assistance (IPA fund) within the URBACT Programme are Albania, Bosnia and Herzegovina, Montenegro, North Macedonia and Serbia.

IPA cities cannot act as Lead Partners.

IPA partners can apply as Project Partners provided that their legal status is coherent with the Programme rules and that the legal framework is fully set in the relevant IPA countries. The conditions to participate will have to be checked with the national authorities concerned.

More detailed information and contact details are available upon request.

4.3.2 Partnership composition

Partnerships shall respect the following rules:

- The partnership may include 2 “non-city partners” maximum (as defined under section 2.2);
- A beneficiary (city and non-city partners) may not be a partner in more than two approved Action Planning Networks at the time;
- A candidate city can be candidate Lead Partner of one Action Planning Network proposal only but can be also a Project Partner in another network at the time.

A 70% balance of cities from EU regions is necessary as follows:

- a minimum of 6 partners from Less Developed and Transition Regions where the total number of partners is 8 to 9.
- a minimum of 7 partners from Less Developed and Transition Regions where the total number of partners is 10.

In case of partners from Norway, Switzerland or IPA countries, they should not be counted in that balance. For example, for a partnership with a total number of 10 partners including 1 city from an IPA country, the balance will apply on the total number of 9 partners from EU regions.

The map showing the categorisation of EU Regions for 2021-2027 can be found [here](#). The full list of regions eligible for funding from the ERDF and the ESF Plus and of Member States eligible for funding from the Cohesion Fund for the period 2021-2027 is available at this link [here](#).

SECTION 5 - ACTIVITIES AND WORK PACKAGES

Action Planning Networks shall operate and implement the network activities **structured into four stages around three work packages:**

- Work package 1 (WP1) – Network management
- Work package 2 (WP2) – Network Level Activities
- Work package 3 (WP3) – Local Level Activities

Communication activities shall be conceived and implemented as part of the three work packages.

The activities to be implemented by Action Planning Networks, in each of the stages, are organised around work packages. Work packages allow partners to develop a shared understanding about the project's structure. Each work package has specific objectives, defined activities and related expected deliverables.

More detailed information about the Action Planning Network journey is available in the Guide to Action Planning Networks.

Under this call, networks are approved for a total duration of 31 months and shall NOT submit a new application for assessment before entering into Stage 2.

At the end of Stage 1, the Network Roadmap (Baseline Study) will be reviewed by the External Assessment Panel to ensure sufficient quality to proceed into Stage 2.

The passage from Stage 1 to Stage 2 is NOT automatic. No official approval will be needed to proceed into Stage 2 but projects can be stopped if they are considered to be of poor quality.

5.1. Stage 1 of Action Planning Networks

The duration of Stage 1 – Activation is 7 months, starting from 1st June 2023. Stage 1 is dedicated to developing detailed network activities and ensuring a well-balanced and coherent partnership.

During Stage 1 partners involved in approved networks will work, with the support of an URBACT validated Lead Expert, on the development of the project workplan, the identification of relevant local stakeholders to be involved in the URBACT Local Groups, refining the network topic to meet the needs of the cities involved, completing a Network Roadmap (Baseline Study) and working on the communication strategy and plan for the network.

The main deliverables of Stage 1 shall include:

- To organise two transnational meetings gathering all partners (a kick-off and one meeting towards the end of this stage)
- To consolidate the partnership
- To set-up an URBACT Local Group in each partner city
- To complete and submit a Network Roadmap (Baseline Study) presenting the theme of the network and the relevance to all the partners. This document will also outline the methodological framework for the Action Planning Network activities (further detailed guidelines will be available to approved projects at the start of Stage 1)
- To develop and produce a Communication Plan for their network.

5.2. Stages 2 to 4 of Action Planning Networks

Networks considered to be of sufficient good quality to continue for Stage 2 and beyond shall be devoted to the implementation of the activities foreseen in the application form, at transnational and local level, aimed at designing Integrated Action Plans in each partner city that use the transnational exchange and learning activities/outputs to inform and detail concrete actions to address the challenge locally.

The duration of Stages 2 to 4 is 24 months, starting from 1st January 2024. These 24 months are dedicated to the implementation of network activities spread across:

Stage 2 – Planning Actions: 12 months

Stage 3 – Preparing/Getting ready for Implementation: 9 months

Stage 4 – Finale: 3 last months

Main activities and deliverables of Stages 2 to 4 shall include:

- Transnational exchange and learning meetings, events and activities to identify and share



ideas about solutions to the network thematic challenge,

- The co-design of Integrated Action Plans by stakeholders gathered in an URBACT Local Group in each partner city
- Integrated Action Plans delivery and testing with Small Scale Actions
- Quarterly Network Reports
- Communication and outreach activities like maintaining a network webpage on the URBACT website, communicating on social media, organisation of dissemination events, etc.
- Network Result Product that captures the learning from all cities and provides clear recommendations to other cities, policy-makers and European organisations on the theme of the network.

Detailed information concerning specific objectives, activities and expected outputs under each Stage and Work Package is provided in the Book 1, Section A. of the URBACT IV Programme Manual and in the Guide to Action Planning Networks.

In order to support the implementation of the activities of Action Planning Networks, the URBACT Programme provides each approved Action Planning Network with an additional specific budget for the **appointment of experts** (see section 6.3 for expertise resources).

SECTION 6 – BUDGETARY ELEMENTS AND EXPERTISE RESOURCES

6.1. URBACT IV Eligible Intervention rates

The ERDF's co-financing rate for an Action Planning Network is calculated at network level on the basis of the different co-financing rates for each partner.¹⁷

- Partners from “more developed regions” are co-financed up to 65% by ERDF.
- Partners from “transition regions” are co-financed up to 70% by ERDF.
- Partners from “less developed regions” are co-financed up to 80% by ERDF.
- Switzerland is a Partner State of the URBACT programme. Partners from Switzerland are co-financed up to 50% by a Swiss national fund.¹⁸
- Norway is a partner state of the URBACT programme. Partners from Norway may participate in Action Planning Networks with Norwegian national funds covering up to 50% of the costs¹⁹.
- Partners from IPA countries are co-financed by up to 95% by IPA Funds.²⁰
- Partners from other countries may participate in Action Planning Networks at their own cost for this call.

6.2. Action Planning Network Budgets

The maximum total eligible budget for an Action Planning Network shall be EUR 850 000 (including ERDF, IPA funds and local co-financing).

Action Planning Networks shall be financed using European Regional Development Fund or IPA Fund and local, regional or national contributions from city partners according to the rates outlined in section 6.1 above.

Considering the foreseen workload required in the first 7 months to ensure a well-balanced and coherent partnership, the set-up of the URBACT Local Groups and a high-quality baseline study, the costs incurred for this first Stage of work shall be considered eligible for refund regardless of the passage of the network into Stage 2.

The budget shall be presented using five budget categories as follows:

- i) **Staff Costs**
Expenditure on staff members employed by the partner organisation, who are formally engaged to work on the project.
- ii) **Office and Administration Costs**
General office and administration expenditures of the partner organisation that supports delivery of project activities.
- iii) **Travel and Accommodation Costs**

¹⁷ The map showing the categorisation of EU Regions for 2021-2027 can be found [here](#). The full list of regions eligible for funding is available at this link here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D1130>.

¹⁸ Swiss participants are asked to contact the Federal Office for Spatial Development (ARE) to receive information on the available funds under this call.

¹⁹ Norwegian participants are asked to contact the Ministry of Local Government and Regional Development (KDD) to receive information on the available funds under this call.

²⁰ IPA partners can apply as Project Partners provided that their legal status is coherent with the Programme rules and that the legal framework is fully set in the relevant IPA countries. The conditions to participate will have to be checked with the national authorities concerned. More detailed information and contact details are available upon request.

Expenditures on travel and accommodation costs of partner organisations' staff that are related to delivery of the project. This category includes travel costs, accommodation costs, costs of meals, visa costs, and/or daily allowances/per diems.

iv) External expertise and service Costs

Expenditure for external expertise and services provided by a public or private body or a natural person outside of the partner organisation. This category covers costs paid on the basis of contracts or written agreements and against invoices or requests for reimbursement to external experts and service providers that are requested to carry out certain tasks or activities, linked to the delivery of the project. All additional costs related to external experts (e.g. travel and accommodation expenses for external experts) should be recorded under this budget category. This category also includes all costs linked to the organisation of meetings.

v) Equipment

Expenditure for equipment purchased, rented or leased by the partner organisations, necessary to achieve the objectives of the project. Costs for equipment shall be moderate and clearly justified in the application form. As the purchase of equipment cannot be a core element in an URBACT project, it should remain exceptional.

Detailed information about the eligibility of costs, the methods for calculation and programme specific rules is available in the URBACT IV Programme Manual, Book 1, Section D.2. - Eligibility of expenditure per budget category, as well as in the Guide for Action Planning Networks linked to this call.

6.3. Expertise

In order to support the implementation of the activities of Action Planning Networks, the URBACT Programme provides each approved network with an additional specific budget for the **appointment of experts**. Experts support partners in implementing their network activities with both thematic content and methods for exchange and learning.

More specifically, the expertise budget should provide all partners with a package of services including:

- Expertise for the production of a Network Roadmap (Baseline Study)
- Support the Lead Partner with the development of the network methodology
- Support for setting up URBACT Local Groups in each partner city
- Expertise for the design and delivery of transnational exchange and learning activities in collaboration with partners
- Thematic expertise related to the policy challenge being addressed
- Support partners in applying integrated and participatory approaches
- Support partners with the design and peer review of the Integrated Action Plans
- Production of key network outputs and contribution to programme-level activities on relevant topics.

6.3.1 Expertise budget

Each network shall have a specific expertise budget of EUR 144 500 to cover the costs of expertise support over the entire lifetime of the project. This expertise budget is in addition to the network budget and without the co-funding rates applied. The daily expertise fee for URBACT network experts is set at EUR 850 per day all taxes included, therefore a maximum of 170 days of expertise is available for each network regardless of the number of partners.

Networks shall appoint a Lead Expert, as well as at least two Ad-Hoc Experts throughout the network lifetime for support with the delivery of all planned activities and expected deliverables. Specific expertise support framework provided by URBACT Secretariat at the start of the project shall be followed for designing network experts' work plans. The allocation of days to the Lead Expert shall not exceed 82% of the total budget (max. 140 days). Therefore, a minimum of 18% of

the expertise budget (min. 30 days) shall be allocated to Ad-Hoc Experts supporting the network. Please refer to the guide for detailed information about the framework for the use of expertise in Action Planning Networks.

The available budget shall cover days of expertise only. **Travel and accommodation costs for Lead and Ad-Hoc Experts MUST be covered by the network budget.**

Action Planning Network partners can contract additional experts for specific local tasks (e.g. coordination of the URBACT Local Group, local facilitation, project management support, etc.) through the network budget under the budget category "External expertise and services".

6.3.2 Appointing experts

Appointed experts to be funded from the dedicated expertise budget shall be selected from the pool of Validated URBACT Experts. New experts can apply to join the pool at any time²¹.

Three potential URBACT Validated Lead Experts shall be proposed by the Lead Partner after the network approval.

All approved networks will be requested (with e-mail notification letter) to propose 3 Lead Expert candidates based on the principles and the selection criteria for the use of expertise defined in the application form.

Experts coming from (at least) two different countries of residence or nationalities shall be proposed among the 3 proposed Lead Experts. The proposal shall as well include at least one female expert.

Letters of intent (the template will be provided by the URBACT Secretariat) duly signed by proposed Lead Experts shall be attached to the request.

All Lead Partner candidates are encouraged to consult the pool of URBACT Validated Experts already during the open call for networks and make contacts in order to assess their relevance to the proposed network theme and seek in-principle an agreement from them. It is strongly suggested to have the shortlist of experts you would like to work with ready before the network approval. Approved Networks will have limited time after the approval to find adequate experts. (For exact time frames, please see Section 11 – Important dates for applicants).

URBACT Secretariat will check all the proposed Lead Expert candidates in order to identify any overlaps with other approved networks. The coherence with the selection criteria defined in the application form will be performed before the confirmation of the "1st option Lead Experts". Immediately after the confirmation, several dates for the interview with the proposed Lead Expert, Lead Partner and URBACT Secretariat are foreseen in order to ensure the suitability of the expert. Interviews with several Lead Expert candidates can be organised depending on the result of the initial interviews. A mutual agreement between the Lead Partner and the URBACT Secretariat is essential for the final selection of the Lead Expert.

The contract with standard workplans will be signed between URBACT Secretariat and the appointed expert for the first stage of Action Planning Networks. A clear evaluation procedure verifying the quality of outputs and contributions will be set out to assess the work carried out during the first stage. New contracts with Lead Experts will be issued based on the expertise request form submitted by Lead Partners at the end of the first stage with customised work plans for the remaining duration of the network.

²¹ The call for Experts will remain open over the entire duration of URBACT IV programme. The call and online application form will open in January 2023 and be accessible via this link: <https://urbact.eu/expert-form> (available from January 2023 onwards)

In order to be considered as an URBACT Lead Expert for this call the expert application should be submitted before the end of April 2023 in order to ensure the visibility of the expert profile within the URBACT pool of Validated Experts.

It should be noted that only experts who have not been directly involved in developing the network application can be proposed. A strict conflict of interest procedure will be followed.

SECTION 7 - THE CREATION OF ACTION PLANNING NETWORKS

In order to improve the quality of networks approved for funding, the URBACT IV Programme foresees a two-stage process for Action Planning Networks. The process includes:

- **Stage 1:** Approved Action Planning Networks enter the seven-month Stage 1. The main aim of Stage 1 is to provide partners of Action Planning Networks with the time and resources to ensure:
 - the development of a common understanding of the challenge identified,
 - the consolidation of the partnership by exploring the specific needs of all partners,
 - the elaboration of a shared methodology for exchange and learning activities
 - the development of a communication plan.

These elements shall be explored in the Network Roadmap (Baseline Study) exercise, the results of which shall be submitted at the end of Stage 1.

- **Stages 2 to 4:** Action Planning Networks considered as of sufficient quality to proceed further enter the 24-month Stages 2 to 4 for the implementation of the activities at transnational and local level as foreseen in the network proposals. Some small-scale testing of actions planned in the Integrated Action Plan may be carried out at these stages.

As a consequence of the stage approach, the creation of Action Planning Networks in URBACT IV is a step-by-step process as described below.

7.1. Submission of Applications

The submission of Applications is the first step. Its purpose is to select and approve projects that will be funded. Information to be provided by candidate networks in the Applications is introduced under Section 10 of the present Call for Proposals and detailed in the "Guide to Action Planning Networks". Annex 1 presents an outline of the main headings of the application form.

Applications will be checked against the eligibility criteria by the URBACT Joint Secretariat and assessed against the assessment criteria by the External Assessment Panel (EAP). The EAP is made up of independent experts specifically appointed to assess the quality of the proposed networks based on the published assessment criteria. Eligible applications, along with EAP assessment results and recommendations, will be submitted by the URBACT Managing Authority to the URBACT Monitoring Committee (national representatives of EU Member and Partner States and IPA countries) for approval. Only Action Planning Networks' proposals approved by the Monitoring Committee will receive funding to implement the activities planned in accordance with the submitted applications.

Eligibility and assessment criteria for the selection of Action Planning Networks are presented under Section 8 of the present Call for Proposals.

7.2. Passage to Stage 2 and beyond

The purpose of passage to Stage 2 is to assess the quality and relevance of network proposals, along with the Network Roadmap (Baseline Study) to be submitted at the end of Stage 1. Entering Stage 2 is not a competitive process as is the case for Stage 1. Assessment for Stage 2 is about the quality of the proposed network and the coherence of the proposed activities and expected results.

The External Assessment Panel (EAP) may organise hearings of Lead Partners and Lead Experts as part of the assessment process. Only Action Planning Networks proposed by the EAP and approved by the Monitoring Committee will receive funding to implement the activities planned for Stages 2 to 4. Quality assurance criteria for passage to Stage 2 will be available for approved projects at the start of their Stage 1.

Projects not approved for Stage 2 will be refunded for the costs incurred during Stage 1 up to a maximum total eligible budget for an Action Planning Network of EUR 150.000²².

SECTION 8 – DETAILED PROCEDURE FOR THE CREATION OF ACTION PLANNING NETWORKS IN THE FRAME OF THE CALL FOR PROPOSALS

8.1. General overview

Projects applying to this Call for Proposals are required to follow a structured application procedure and will be subject to a selection process.

Decisions by the Monitoring Committee shall be final. May the decision be appealed against by a project's Lead Partner, the complaint procedure shall apply (see section 9).

The different steps of the application procedure can be summarised as follows:

1. APPLICATION	
<u>Step 1</u>	Lead Partners complete and submit the Application form and all requested documents to the URBACT Joint Secretariat by 31 March 2023 ²³
<u>Step 2</u>	URBACT Joint Secretariat performs eligibility check by 7 April 2023 (estimated date).
<u>Step 3</u>	External Assessment Panel carries out assessment of eligible project proposals and issues recommendations by 21 April 2023 (estimated date).
<u>Step 4</u>	URBACT Managing Authority submits a proposal for the approval of up to 30 Action Planning Networks to the Monitoring Committee. The Monitoring Committee decides on networks' approval – by end of May 2023 (estimated date). The approved Action Planning Networks shall receive a subsidy contract that marks the final stage of the approval of the project.
SEVEN-MONTH STAGE 1 FOR APPROVED ACTION PLANNING NETWORKS (1 June 2023 – 31 December 2023)	
2. APPLICATION QUALITY ASSURANCE	
<u>Step 5</u>	External Assessment Panel carries out the assessment of project applications as a result of Stage 1 activities (building on the baseline study and partnership consolidation) to ensure sufficient quality to proceed into Stage 2. No official approval needed but projects can be stopped if of poor quality – December 2023

²² This does not include the URBACT expertise fees that are paid with an additional specific budget envelope for the appointment of experts (see section 6.3 for expertise resources).

²³ More detailed information about the fixed deadline and requested documents is presented under section 8.2 of the present Call for Proposals.

24-MONTH STAGES 2 TO 4 FOR APPROVED QUALITY NETWORKS (1 January 2024 – 31 December 2025)

8.2. Step 1 – Procedure for the submission of Applications

The submission of the Application package is paper-free. The application is submitted through the online system SYNERGIE-CTE. Detailed information on how to create and submit Applications through the online system SYNERGIE-CTE is provided in the Practical guide to SYNERGIE application.

To submit a network proposal, applicants shall complete the following steps:

- 1) Complete and submit their Application through SYNERGIE-CTE in English. Only applications submitted using SYNERGIE-CTE will be accepted.

The deadline for the online submission of the Applications is 31 March 2023, 15:00 CET.

After this deadline, the SYNERGIE-CTE system will be closed.

- 2) Send the application package composed of the scan of the signed PDF document of the Application generated through SYNERGIE-CTE and all additional requested documents (*a list of additional documents is provided below*) by email to APN@urbact.eu.

The e-mail shall be received by the URBACT Joint Secretariat no later than 3 April 2023, 15:00 CET.

Applicants shall send by email all of the following documents:

- * Scanned signed PDF version of the submitted Application generated through SYNERGIE-CTE. It must be duly signed by the Project Coordinator in the Lead Partner city;
- * Letters of commitment in English for ALL partners included in the partnership (one letter for the Lead Partner plus one letter for each Project Partner) using the templates provided in annexes 2 and 3 of this Call for Proposals. Letters of Commitment shall be signed by an elected representative of the partner institution;²⁴
- * CV of the Project Coordinator at the Lead Partner.

8.3. Step 2 – Eligibility check of Applications

The URBACT Joint Secretariat will check all received applications against the eligibility criteria. Eligibility criteria for applications are minimum requirements, all of which must be fulfilled before a project can be declared eligible for further assessment. They cover organisational, administrative and commitment requirements. Only eligible projects can be submitted by the Managing Authority to the Monitoring Committee for approval.

²⁴ The signing person has to be an elected representative with authority to sign for the Project Partner. In case the Project Partner institution has no elected representatives, the signing person must be in the position of committing the institution's resources to be engaged in the project (staff, budget, etc.)."



The proposals submitted to the URBACT Joint Secretariat within the deadline and respecting the procedure outlined in the call will be checked for compliance with the eligibility criteria listed below:

Eligibility Criteria

- The application package is submitted in English, respecting the procedure outlined in the Terms of Reference and within the notified deadline.
- The application package is complete including the required documents set out in the Terms of Reference.
- The proposal is complete in terms of information and data required in the documents (Application Form and letters of commitment from partners have been properly filled in and signed, are correctly completed; and all letters use the official templates according to the instructions).
- The proposal fulfils the partnership requirements bringing together between 8 and 10 candidate partners including the Lead Partner.
- The proposed partnership includes no more than 2 non-city partners.
- The proposed partnership respects the minimum 70% of partners from Transition and Less Developed Regions.
- The candidate Lead Partner is a candidate Lead Partner in one URBACT proposal only under this call.
- All candidate partners are eligible according to the URBACT Programme rules.
- The partners in the application cover a minimum of 7 countries.
- The maximum budget for Action Planning Networks (EUR 850.000 total eligible budget) has been respected.

8.4. Step 3 – Assessment of eligible Applications

Eligible Applications shall be assessed by an External Assessment Panel. The EAP is made up of independent experts specifically appointed to assess the quality of the proposed networks based on the published assessment criteria. The assessment criteria for project proposals are outlined below:

Assessment Criteria

Criterion 1: Relevance of the topic/theme/policy issue addressed (10%)
For this criterion, assessors will more especially consider the following dimensions: <ul style="list-style-type: none"> 1) The proposal contributes to the objectives of the Cohesion Policy 2021-2027 2) The proposal is relevant in the current European urban policy context (in particular the Cohesion Policy objectives and scope) 3) The policy challenge is relevant to the URBACT Programme and complements previous projects
Criterion 2: Proposal to address URBACT cross-cutting objectives (equality (including gender), green transition and digital transition) (10%)
For this criterion, assessors will more especially consider the following dimensions: <ul style="list-style-type: none"> 1) The proposal demonstrates a good understanding of the cross-cutting objectives of the URBACT programme

- 2) The proposal provides concrete examples of the implementation of the cross-cutting objectives of the URBACT programme

Criterion 3: Quality and Relevance of Partnership (35%)

For this criterion, assessors will more especially consider the following dimensions:

- 1) The policy challenge proposed is relevant for all of the cities in the partnership
- 2) The proposed partnership covers an appropriate mix of EU Member States (for example ensuring adequate coverage of Central and Eastern Europe, Northern, Western and Southern Europe). In cases where the geographical coverage is limited, this is clearly justified.
- 3) The strategic environment of partner cities is relevant to address the challenges identified
- 4) The partners have understood the urban dimension of Cohesion Policy and have explained how it links to their involvement in this network
- 5) The partner cities demonstrate a willingness and ability to undertake the activities (e.g. having appropriate competence, resources, political support and motivation and a clear understanding of the work necessary to produce an Integrated Action Plan)
- 6) The partner cities have clearly identified the added value of benefitting from the URBACT Programme and the potential for change
- 7) The types of stakeholders identified in all the URBACT Local Groups are relevant and comprehensive
- 8) The potential to fund the actions developed by the network is considered high based on the information provided
- 9) The appointed local project and URBACT Local Group coordinators have the relevant profile and position to contribute to the delivery of foreseen activities and outputs
- 10) Overall, the partnership is coherent and it is clear why these cities should work together

Criterion 4: Quality of the proposed methodology and activities (25%)

For this criterion, assessors will more especially consider the following dimensions:

- 1) The proposal demonstrates a good understanding of the objectives of an URBACT Action Planning Network using the URBACT Method
- 2) The proposed work plan is clearly presented and shows a good understanding of what is expected in terms of activities and outputs from Action Planning Networks, in all work packages
- 3) Work packages are clearly explained with sufficient detail. The proposed methodology and activities are creative, coherent, logical and appropriate for the partnership. Activities are logically sequenced linking local and transnational level
- 4) The proposed outputs are clearly explained with details about how they will be developed and used during the network lifetime
- 5) The proposed tools, content and methodology respond to the theme and the needs of the partner cities
- 6) The communication approach of the network and cities seems feasible and relevant to the network methodology
- 7) The proposal presents some innovative and interesting approaches to transnational exchange and learning

Criterion 5: Project Management and Expertise (10%)

For this criterion, assessors will more especially consider the following dimensions:

- 1) The Lead Partner demonstrates competency in managing EU co-financed projects or can ensure adequate measures for management support

- 2) The named person to act for the Lead Partner (project coordinator) has experience (from the attached CV) of this type of work
- 3) The project coordination at the Lead Partner's is well organised and clearly presented (who will perform concrete tasks). Sufficient resources are indicated for the Lead Partner tasks
- 4) The proposal demonstrates a clear understanding of the role of the Lead Expert and explains clearly what the network expects from the appointed expert
- 5) The proposal demonstrates a clear understanding of the role of the Ad-Hoc Experts and explains clearly what the network expects from the appointed experts

Criterion 6: Budget Proposal (10%)

For this criterion, assessors will more especially consider the following dimensions:

- 1) The project budget is coherent with the work plan and the main outputs in the proposal
- 2) The total partner budgets reflect real partners' involvement (are balanced and realistic)
- 3) The project budget is justified, clear and realistic

8.5. Step 4 - Submission to the Monitoring Committee and approval

Building on the report provided by the External Assessment Panel, the Monitoring Committee shall decide on the approval of projects to be funded. Decisions by the Monitoring Committee shall be final.

After approval by the Monitoring Committee, the information on approved projects shall be published on the URBACT website.

Approved applications shall receive a subsidy contract which marks the final stage of approval of the project. Additional information on the subsidy contract is available in Book 1, Section B. of the URBACT IV Programme Manual. The project shall then be fully operational and can start working on planned activities.

All successful networks will be invited to a dedicated online Network launch meeting where Lead/Project Partners and Lead Experts can learn about expectations and activities to be delivered.

SECTION 9 - COMPLAINTS PROCEDURE

Lead Partners of rejected project proposals are informed in writing about the reasons why an application was not eligible or not approved. Questions in relation to the assessments will be examined and answered by the URBACT Managing Authority/Joint Secretariat. Projects that have not been selected for funding have the right to file a formal complaint about the decision of the Monitoring Committee.

In principle, complaints can only be lodged against the following criteria: (1) the assessment does not take into consideration information supplied in the application and (2) the project assessment and selection process failed to comply with the specific procedures laid down in the call publication and Programme Manual, which as a consequence may have affected the decision.

Only the project's Lead Partner can file a complaint. Potential Project Partner complaints have to be passed through the Lead Partner. Complaints should be submitted electronically to the URBACT Joint Secretariat within 3 weeks after the official notification of the non-selection of the project by the Managing Authority. This deadline shall not prejudice the start of the other projects approved by the Monitoring Committee.

The complaints will be examined and answered by a complaint panel involving the Chair of the URBACT Monitoring Committee, the URBACT Managing Authority/Joint Secretariat and the Chair

of the External Assessment Panel. If deemed necessary, the complaint panel may decide to submit a complaint to the Monitoring Committee of the Programme for review.

SECTION 10 - CONTENT OF APPLICATION

Projects wishing to apply for funding within the frame of this Call for Proposals shall fill in and submit their Application through the online SYNERGIE-CTE platform. All applications shall be completed in English.

Here below is the list of the main sections to be completed in order to submit a proposal:

- **Presentation of the network theme:** applicants shall define the main issue/policy challenge to be addressed by the network, highlighting the link to European urban policy context 2021-2027 (in particular the Cohesion Policy objectives and scope). The proposal should also explain how the network will contribute to the specific objective for Action Planning Networks, i.e. Interreg Specific Objective 1 (ISO 1): a better cooperation governance, in particular Europe Closer to Citizens (PO5).
- **Description of how the networks address cross-cutting considerations such as green transition, digital transformation and gender inclusive approach in their working methods:** Concrete examples of how equal opportunities (especially gender), environmentally sustainable actions and digitalisation have been integrated into the working of the network should be outlined.
- **Presentation of the proposed partnership:** In the framework of the Application form, applicants are requested to present all partners included in the partnership. More especially applicants are requested to highlight:
 - The local situation of partners in relation to the policy issue/topic addressed by the network
 - The experience of partners in dealing with the policy issue/topic addressed by the network and their potential contribution to the exchange and learning activities
 - The specific needs and expected results of partners and how URBACT can respond to those needs
- **Description of the main activities to be implemented:** applicants shall describe how the main activities included under the Work Packages will be implemented. More especially applicants are requested to detail the proposed approach for the production of the Network Roadmap (Baseline Study) and to present their communication approach at local and network levels.
- **Description of the Network Team:** applicants shall describe the experience of the proposed Lead Partner and Project Coordinator. Applicants shall indicate the needs identified by the network for the use of URBACT Lead Experts and Ad-Hoc Experts to assist the network.
- **Budget:** applicants shall provide information about the budget required to deliver the activities proposed based on 5 budget categories. An individual Project Partner budget shall also be provided. More detailed information on budgetary issues can be found in section 6 of this document and in the Guide for Action Planning Networks.

For the preparation of high-quality network proposals applicants are strongly advised to refer as well to the explanations and suggestions provided in the Guide to Action Planning Networks.

SECTION 11 - IMPORTANT DATES FOR APPLICANTS

Applicants are invited to take note of the following five milestones:

- **URBACT Secretariat webinars on the call in 2023: save the dates!**
 - 17 January, 10:00 - 11:00 CET: The call in a nutshell and its features: Q&A
 - 19 January, 10:00 - 11:00 CET: How to build a strong partnership for an Action Planning Network
 - 7 February, 10:00 - 11:00 CET: Exchange and learning during the network journey
 - 7 March, 10:00 - 11:00 CET: Time to submit your application: tech & troubleshooting
 - 16-17 March: Q&A at the Cities Forum, Torino (IT)

- **Submission of proposals**

Applications shall be submitted online by **31 March 2023²⁵ - 15.00 CET at the latest**, following the procedure outlined above in section 8. **The application package should be also sent by e-mail by 3rd April 2023 - 15.00 CET at the latest.**

- **Approval**

Eligible project proposals will be submitted to the URBACT Monitoring Committee for approval of funding in May 2023. Approved networks will start working officially in June 2023.

- **Selection and appointment of Lead experts:**

Notification e-mails shall be sent to the approved networks by 23 May 2023.
Approved networks will be requested to send three Lead Expert letters of intent by 31 May 2023.
Interviews with shortlisted Lead Experts shall take place the week of 5 June 2023. Several time slots will be proposed.
Lead Expert contracts with standard work plans for the first stage of networks shall be issued the week of 12 June 2023.

- **Network launch meeting**

Lead Partners (LPs) and URBACT Validated Lead Experts (LEs) of approved projects **MUST** attend the Network launch meeting organised online shortly after the start of the networks. **The dates of this meeting are set for late June 2023: 20 June with LPs and LEs and 22 June will all LEs, LPs and network partners.**

As this is considered a capacity-building event, attendance is compulsory.

- **URBACT Summer University 2023**

Cities and Lead Experts of approved projects **MUST** attend the URBACT University 2023. This University will last three days and it is planned to take place within 28-31 August 2023.

URBACT Universities are large transnational trainings, with around 450 participants from Action Planning Networks' cities, usually organised over 3 days aiming to provide URBACT networks' partners and their local stakeholders with tools and methods to develop integrated and participatory approaches for the design and implementation of urban policies.

²⁵ The online tool for submitting Proposals, SYNERGIE-CTE, will close at 15:00 CET on 31 March 2023. More detailed information about the submission procedure, list of required documents and deadline is provided in section 8 of the present Call for Proposals.



As this is a major capacity-building event, attendance of all Lead Partners, Lead Experts and Project Partners is compulsory.

SECTION 12 - USEFUL RESOURCES

12.1. URBACT Joint Secretariat

Applicants may contact members of the URBACT Joint Secretariat for clarification related to the submission of applications. For all questions concerning the Call for Proposals for Action Planning Networks, applicants are invited to contact the URBACT Joint Secretariat at the following dedicated e-mail address: apn@urbact.eu.

12.2. Frequently Asked Questions (FAQ)

A Frequently Asked Questions (FAQ) section is available on the URBACT website:
<https://urbact.eu/get-involved>

12.3. Useful Documents

In preparing their Application, applicants are invited to refer to the following documents in addition to the Terms of Reference:

- Guide to Action Planning Networks (necessary for a quality application submission)
- URBACT IV Cooperation Programme
- URBACT IV Programme Manual – Book 1
- SYNERGIE-CTE Practical Guide for the creation and submission of applications of Action Planning Networks

Key documents are available on the [webpage here](#).

12.4. Finding an Expert

The call for the URBACT IV pool of Validated Experts will open in January 2023 and will remain open for the entire duration of URBACT IV. The first expert profiles are expected to be published on the URBACT website in February 2023. Applicants are invited to check the [pool of URBACT Validated Experts](#) regularly for newly added validated experts in order to identify most relevant network Lead Expert candidates to be proposed after networks' approval.

12.5. Partner Search Tool

A specific tool dedicated to assisting with the partner search has been developed on the URBACT website. It can be accessed at this address: <http://urbact.eu/partnersearchtool>

12.6. National URBACT Points

National URBACT Points are in charge of communicating to cities and urban professionals in their respective countries in native languages. They also provide support to URBACT beneficiary cities in terms of communication, capacity-building, sharing of knowledge, and connection with other EU and national funds.

They are represented by national ministries, city associations, universities or other private agencies. As of March 2021, 24 National URBACT Points operate in 27 countries (Austria & Germany, France & Luxembourg, Greece & Cyprus having a joint National URBACT Point).



For this call of Action Planning Networks, most of the National URBACT Points will organise info sessions from January to early March 2023.

More information and contact details about National URBACT Points can be found at this link: <https://urbact.eu/how-find-us>.

ANNEX 1 – OUTLINE OF MAIN COMPONENTS OF THE APPLICATION FORM

1. PROJECT SYNTHESIS
1.1. Project identity (incl. title and duration)
1.2. Summarised description of the issue to be addressed by the network
1.3. Proposed partnership
1.4. Links to the Cohesion Policy Objectives
1.5. Total budget
2. PRESENTATION OF PROJECT PROPOSAL
2.1. Thematic Content
2.1.1. Definition of the issue / policy challenge to be addressed <i>(word limit to apply)</i>
2.1.2. Link to European urban policy context 2021-2027 (in particular the Cohesion Policy objectives and scope) <i>(word limit to apply)</i>
2.2. Shall the proposal contribute to the URBACT Specific Objective 2 (related to Action Planning Networks)?
2.3. How will gender-equal policy making be addressed by the network? <i>(word limit to apply)</i>
2.4. How will green transition be addressed by the network? <i>(word limit to apply)</i>
2.5. How will digital transformation be addressed by the network? <i>(word limit to apply)</i>
2.6. What is the added value of this network related to the theme proposed? <i>(word limit to apply)</i>
3. RATIONALE OF PROPOSED PARTNERSHIP
3.1. Profile of the Partner Cities <i>(Repeated for each Project Partner City (up to PP10))</i>
3.1.1. Local challenges of city partners specific to the network theme
3.1.2. Local strategic framework of the city specific to the network theme
3.1.3. Local links to Sustainable Urban Development through Cohesion Policy (through IPA flagships and priorities where relevant)
3.1.4. Motivation and commitment of each city to join the network
3.1.5. Local Stakeholders to be involved in the URBACT Local Group
3.1.6. Potential for actions to be funded/ implemented
3.2. Why does it make sense for these cities to work together? What added value will be created? <i>(word limit to apply)</i>
4. ACTIVITIES AND EXPECTED OUTPUTS
4.1. Description of Work Package 1- Network management
4.1.1. Organisation of the project coordination
4.1.2. Activities to be implemented under WP1
4.2. Description of Work Package 2 - Network Level Activities
4.2.1. General framework for Network Level Activities
4.2.2. Proposed approach to network communication
4.2.3. Proposed content, tools and methods for the transnational exchange and learning activities
4.2.4. Expected outputs under WP2
4.3 Description of Work Package 3 - Local Level Activities



4.3.1	General framework for Local Level Activities
4.3.2	Short description of the principles for linking transnational activities under WP 2 and local activities under WP3
4.3.3	Proposed approach to local level communication
4.3.4	Expected outputs under WP3
5. PROJECT WORK PLAN	
6. PROJECT MANAGEMENT AND LEADERSHIP	
6.1.	Lead partner experience (highlights of city's experience)
6.2.	Experience of proposed project coordinator
6.3.	Presentation of the Lead Partner's project team (roles and responsibilities)
7. USE OF EXPERTISE	
7.1.	Proposed use of expertise resources allocated by the Programme
7.1.1.	Proposed use of URBACT Lead Experts
7.1.2.	Proposed use of URBACT Ad-Hoc Expert(s)
8. BUDGETARY PROPOSAL	
8.1.	Financial contribution by Partner and source (incl. ERDF, IPA III funds and local contribution)
8.2.	ERDF/IPA per year
8.3.	Expenditure per Partner, per year and budget subcategory
8.4.	Expenditure per year and budget category
8.5.	Project cost per budget line
8.6.	Project costs per budget category - Justification/Explanation
9. SIGNATURE	
Signature of the Lead Partner/project coordinator	



ANNEX 2 - TEMPLATE LETTER OF COMMITMENT FOR THE LEAD PARTNER

The text shall be inserted in the Lead Partner's headed paper with the relevant project data.

URBACT IV Managing Authority
20, Avenue de Ségur
TSA 10717
75334 Paris Cedex 07
France

Dear Madam, Sir,

The city of [... name of the institution...] confirms its commitment to be the Lead Partner in the activities of the URBACT *Action Planning Network* proposal entitled [...project title ...].
The specific challenge we wish to address as a Lead Partner in this *Action Planning Network* is [...brief description of the theme.....].

We are convinced that by working through this URBACT network, we will be able to better address these challenges. In this context, if the proposal is approved within the framework of the URBACT IV Programme, we will ensure the overall coordination of the network, take on roles and implement activities as indicated in the application work programme. More especially, we commit to organise transnational meetings, to consolidate the partnership, to coordinate the production of the Network Roadmap (Baseline Study), to identify key local stakeholders to be involved and to produce a communication plan.

To this end we also formally commit to engage the funds needed to co-finance the ERDF²⁶. The details of this contribution are outlined within the application.

Yours sincerely²⁷

Name in capital letters:

Function

Official stamp

²⁶ Only ERDF as cities from Norway, Switzerland and IPA countries cannot be Lead Partners of Action Planning Networks under this call.

²⁷ The signing person has to be an elected representative with authority to sign for the Lead Partner. In case the Lead Partner institution has no elected representatives, the signing person must be in the position of committing the institution's resources to be engaged in the project (staff, budget, etc.).



ANNEX 3 – TEMPLATE LETTER OF COMMITMENT FOR A PROJECT PARTNER

The text shall be inserted in the Partner's headed paper with the relevant project data.

URBACT IV Managing Authority
20, Avenue de Ségur
TSA 10717
75334 Paris Cedex 07
France

Dear Madam, Sir,

The city of [.....*name of partner institution*.....] confirms its commitment to be Project Partner in the activities of the URBACT Action planning network proposal entitled [.....*title of project*.....] led by [.....*name of Lead partner institution*.....].

The specific challenge we wish to address in this Action planning network as a Project Partner is [.....*brief description of theme addressed*.....].

We are convinced that by working through this URBACT network, we will be able to better address these challenges. In this context, if the proposal is approved within the framework of the URBACT IV Programme, we will participate in the project, take on roles and implement activities as indicated in the application work programme. More especially, we commit to participate in the transnational meetings planned, to contribute to the production of the Network roadmap (Baseline study), to identify key stakeholders to be involved and to contribute to the production of the communication p'an.

To this end we also formally commit to engaging the funds needed to co-finance [...*ERDF or CH/NO or IPA funds project*...] ²⁸. The details of this contribution are outlined within the application.

Yours sincerely²⁹



Name in capital letters:

Function

Official stamp

²⁸ For project partners, to be chosen according to the relevant fund concerned.

²⁹ The signing person has to be an elected representative with authority to sign for the Project Partner. In case the Project Partner institution has no elected representatives, the signing person must be in the position of committing the institution's resources to be engaged in the project (staff, budget, etc.).

  Co-funded by the European Union Interreg	The URBACT IV Programme 2021 - 2027	JOINT CONVENTION
---	--	-------------------------

**JOINT CONVENTION BETWEEN LEAD PARTNER AND
PROJECT PARTNERS FOR THE URBACT IV
OPERATIONAL PROGRAMME**

NETWORK ACRONYM: **WELDI**

NETWORK TITLE: Welcome and Empowerment for Local Dignified Integration

LEAD PARTNER: **City of Utrecht**



Preamble

Having regard to:

Article 26 (1) a of Regulation (EU) 2021/1059;

The following agreement shall be made between:

LEAD PARTNER

Lead Partner City of UTRECHT

Gemeente Utrecht

Adress: Stadskantoor, Stadsplateau 1, 3521 AZ Utrecht, The Netherlands

Represented by: Mrs. Miriam Kettani, Manager Utrecht voor Iedereen

PROJECT PARTNERS

Project Partner 1 Seine-Saint Denis-County

Seine-Saint-Denis-County

Adress: Hôtel du Département, Esplanade Jean-Moulin, 93000 Bobigny, France

Represented by: Stéphane Troussel, President of the Seine-Saint-Denis County Council

Project Partner 2 City of Albacete

City of Albacete

Adress: Plaza de la Catedral 02071 Albacete, Spain

Represented by: Manuel Ramón Serrano López, Mayor

Project Partner 3 City of Fundão

City of Fundão

Adress: Praça do Município 6230-338 Fundão, Portugal

Represented by: Paulo Alexandre, Mayor and Bernardo Fernandes, Presidente

Project Partner 4 Department of Social Assistance from the municipality of Timisoara

Adress: Bvd. Regele Carol I, nr. 10, 300176, Timisoara, Romania

Represented by: Esztero Emese, General Director

Project Partner 5 Municipality of Liège

Municipality of Liège

Adress: street + no, postal code, city, country

Represented by: Willy Demeyer, Mayor and Philippe Rouselle, General Director

Project Partner 6 Sosnowiec

Sosnowiec

Department for Culture, Development and Social Dialogue

Address: Aleja Zwycięstwa 20; 41-200 Sosnowiec, Poland

Represented by: Michał Mercik, Mayor's Plenipotentiary

Project Partner 7 City of Lampedusa

Municipality of Lampedusa e Linosa

Department: Mayor Office

Address: Via Vittorio Emanuele 33, 92010, Lampedusa e Linosa (AG), Italy

Represented by: Filippo Mannino, Mayor

Project Partner 8 Osijek

Osijek

Address: Franje Kuhača 9, Osijek 31000

Represented by: Ivan Radić, Mayor

Project Partner 9 Municipality of Cluj-Napoca

Municipality of Cluj-Napoca

3 Motilor Street, Room 51, Cluj-Napoca, 400001, Romania

Represented by: Emil Boc, Mayor

for the implementation of the URBACT IV Action Planning Network **WELDI** hereinafter referred to as 'the Project', which has been approved by the Monitoring Committee on 31st May 2023

Abbreviations

Programme – URBACT

ERDF – European Regional Development Fund

EU – European Union

IPA – Instrument for Pre-Accession

LP – Lead Partner

PP – Project Partner (PPs – Project Partners)

MA – Managing Authority

JS – Joint Secretariat

EC – European Commission

Articles

§ 1 Legal Framework

1. The following legal provisions and document constitute the contractual basis of this partnership agreement and the legal framework for the implementation of the project **WELDI**

- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, as further specified below;
- The Interreg Programme URBACT, approved by the European Commission on 19/09/2022 (Decision No. 2021TC16FFIR001) setting the programme (hereinafter referred to as URBACT programme);
- The laws of the PP's countries applicable to this contractual relationship;

2. The following laws and documents constitute the legal framework applicable to the rights and obligations of the parties to this agreement:

- Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 966/2012, together with related Delegated or Implementing Acts;
- The European Structural and Investment Funds Regulations, Delegated and Implementing Acts for the 2021-2027 period, especially:
 - Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021, laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy, and repealing Council Regulation (EC) No 1303/2013, and any amendment;
 - Regulation (EU) No 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund, and repealing Regulation (EC) No 1301/2013, and any amendment;
 - Regulation (EU) No 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial goal (Interreg) supported by the European Regional Development Fund

and external financing instruments, and repealing Regulation (EC) No 1299/2013, and any amendment;

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation, GDPR);
- Articles 107 and 108 of the Treaty on the Functioning of the European Union, Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, Regulation (EU) 2021/1237 of 23 July 2021 amending Regulation (EU) No 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty; Delegated and Implementing acts, as well as all applicable decisions and rulings in the field of state aid;
- All other EU legislation and the underlying principles applicable to the LP and the PPs, including the legislation laying down provisions on competition and entry into the markets, the protection of the environment, and equal opportunities between men and women;
- Financing agreements (updated by programmes), including date (for any programme with IPA funds);
- National rules applicable to the LP and its PPs and their activities;
- Project data, comprising but not limited to latest project documentation such as application form and all project information available in the electronic system;
- the co-financing contract, concluded between the LP of the project and the MA;
- All manuals, guidelines and any other documents relevant for project implementation (e.g., Programme Manual, Urbact IV Cooperation Programme, Guidance Notes) in their latest version, as published on the programme website or handed over to the LP directly during the project implementation.

Should the above-mentioned legal norms and documents, and any other documents or data of relevance for the contractual relationship be amended, the latest version shall apply.

§ 2 Definitions

For the purposes of this partnership agreement, the following definitions apply:

a. Project partner: any institution financially participating in the project and contributing to its implementation, as identified in the approved application form. It corresponds to the term "beneficiary" used in the European Structural and Investment Funds Regulations.

b. Lead partner: the project partner designated by all partners and who assumes responsibility for ensuring the implementation of the entire project according to Articles 23 (5) and 26 (1) b of Regulation (EU) No 2021/1059. d.

Project data: data comprising but not limited to latest project documentation such as application form and all project information available in the electronic system.

§ 3 Subject of the Joint Convention

This partnership agreement lays down the arrangements regulating the relations between the LP and all the PPs, in order to ensure sound implementation of the project as in the latest version of the project data, as well as in compliance with the conditions for support set out in the European Structural and Investment Funds Regulations, delegated and implementing acts, the programme implementation manual based thereon, and the co-financing contract signed between the MA and the LP.

§ 4 Duration of the Agreement

This agreement will enter into force retrospectively from the start date of the project as indicated in the approved Application Form (1st June 2023). It shall remain in force until the Lead Partner has discharged in full his obligations toward the Managing Authority.

§ 5 Duties, obligations and responsibilities of the partners

The Lead Partner and Project Partners commit to do everything in their power to foster the implementation of the Project as defined in the approved application form. They shall agree to the terms outlined in the Subsidy Contract.

5.1 Lead Partner

The **Lead Partner** represents a key element in the management of the Project. It bears overall financial and legal responsibility and its role is therefore critical to the success of the Project.

The Lead Partner acts as an administrative link between the Project and the Programme, and its tasks are summarised below in accordance to the different phases of a project life:

5.1.1 Project management and implementation

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 according to the description in the latest version of the approved Application Form; approved by the Monitoring Committee;
- c. To be responsible for the division of tasks among the partners involved in the project;
- d. To ensure the coherence between activities defined in the work programme and the allocated budget;
- e. Constantly monitor the spending of the project budget foreseen for each PP, and ensure that budget shifts are carried out within the limits and according to the rules as set out by the programme in the programme manual;
- f. To ensure that partners' tasks are fulfilled in compliance with the approved Application Form;
- g. To request ERDF and receive payments according to the procedures detailed in the Programme Manual;
- h. To transfer ERDF to the partners in compliance with the reported amounts according to the financial management system set up within 30 days of its receipt;
- 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 IV Operational Programme;

If the recovery concerns the LP alone, then the LP must not stop payments to the other PPs.

- 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 major changes to the project (partnership, the actions as described in the work programme, the project budget (out of the 20% flexibility rule);
- l. To take part in programme level 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;
- 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 the timeframes set out in the EU regulations. 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.

5.1.2 Project reporting

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

- a. To deliver, within the deadlines set up by the programme, 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 yearly progress reports on changes in the contact information, the rescheduling of activities and on budget deviations;
- c. To ensure that the partners report expenditure that have been checked and confirmed according to their Member State control requirements.
- d. Ensure that the expenditure presented by the PPs participating in the project has been incurred for the purpose of implementing the project, and corresponds to the activities agreed between those partners as specified in the project data

5.2 Project Partners

The **Project Partners** and the Lead Partner (in his function as a project partner) shall accept the following duties and obligations:

- a. Implement the part of the project for which it is responsible with respect of the deadlines set by the programme and the Lead Partner according to the descriptions of individual components outlined in the approved application form;

- b. Commit to keeping separate accounts of transactions related to the project implementation including an agreed audit trail;
- c. Notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other change to the project;
- d. Retain at all times for audit purposes all files, documents and data about the part of the project for which it is responsible on customary data storage media in a safe and orderly manner in accordance with the timeframes set out in the EU regulations. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;

Be responsible for their proportion of the budget (including the reclamation of funds by the Monitoring Committee in case of failure) up to the amount as to which the partner participates in the programme;

- e. In case of irregularities in the declared expenditure, to repay the irregularly received ERDF to the Lead Partner according to the procedures defined in the URBACT IV Operational Programme;
- f. Provide the independent assessors (carrying out the URBACT IV programme evaluations any documents necessary to assist with this task;
- g. React promptly to any request by the bodies implementing the URBACT IV Programme;
- h. Comply with EU and national legislation and with relevant rules concerning, inter alia, equal opportunities, protection of the environment, financial management, branding, public procurement and State Aid;
- i. Communicate on the URBACT network: with the URBACT IV logo displayed in every document and output, printed or web;
- j. Partners including the Lead Partner are part of the Project Management Group. The partners shall establish Project Management Group meetings composed of representatives of each participating city, only when necessary to ensure that obligations under the Subsidy Contract are not breached, or on request of a partner:
 - The Project Management Group shall be chaired by the lead partner's representative
 - Meetings shall be convened by the Lead Partner with at least fourteen days prior notice with an agenda
 - Minutes of the meetings of the Project Management Group shall be drafted by the lead partner's representative and transmitted to the other partners. The minutes shall be considered as accepted by the other partners if, within fifteen (15) days from receipt, no other partner has objected in writing to the Lead Partner.
 - The Project Management Group shall be responsible for:
 - (i) Monitoring the progress of the project;

(ii) Handling all regular decisions about how to proceed with the project
(iii) Handling on request major decisions about how to proceed with the project

(iv) Reviewing and/or amending the Work Programme together with the allocation of the contribution provided by the URBACT Monitoring Committee under the Subsidy Contract.

(v) Making proposals to the Partners for review and/or amendment of
- the terms of the Subsidy contract

-the costs or time schedules under the Subsidy contract; or

-the termination date of the Subsidy contract

(vi) Submission of proposals to the Partners concerning the further procedure owing to an application by a Partner to withdraw from the project;

(vii) Submission of the proposals to the Partners for the acceptance of a new Partner or a new number of partners to take over the work of a Partner which has withdrawn.

(viii). Acceptance of a new partner or a number of new partners shall be possible only if this partner/these partners state(s) that they agree to comply with the provisions of the Subsidy Contract and this Joint Convention and if one or more of the remaining partners does / do not take over the work of the Party that has withdrawn. This selection of new partners is only possible when the URBACT Monitoring Committee approves the selected candidate.

- Each partner shall have one vote. In case of (i), (ii), (iii) and (iv) decisions shall be taken by a simple majority of the votes of the partners present or represented by proxy. If no majority is reached to find a decision, the Lead Partner shall have a casting vote. In the case of (v), (vi), (vii) and (viii) decisions shall be taken unanimously by all of the partners with the exception of the Defaulting Party or the withdrawing party.
- The decisions taken by the Project Management Group shall apply subject to any permission from the URBACT Monitoring Committee that may be required in the individual case; the request for the URBACT Monitoring Committee permission shall be made by the Lead Partner.

In addition to this, being a Project Partner in URBACT IV implies a strong commitment with regard to a series of role and tasks. These relate to:

5.2.1 Administrative tasks:

- a. To sign the documents related to the creation and implementation of the project such as the Joint Convention, the letter of commitment and the audit trail;
- b. To provide the Lead Partner with the required information for the preparation of the progress reports (activity and financial);
- c. To account in SYNERGIE-CTE the expenditure incurred by the partner's institution in the framework of its participation to the project;

- d. To set up and implement the first level control (certification of the expenditure) and to submit the signed certificate and statement of expenditure to the Lead Partner within the fixed deadlines;

5.2.2 Project implementation:

- a. To contribute to the implementation of the work programme and to the production of expected outputs in compliance with the calendar and methodological framework defined in the approved Application Form;
- b. To set up an URBACT Local Group, which shall contribute to the project activities and allow for an impact of these activities on local policies, especially through contributing to the production of the Integrated Action Plans;
- c. To actively take part to the exchange and learning activities such as project seminars, site visits, peer reviews, etc., by preparing input, sending delegates who are in a position to contribute to the exchange (both in terms of language skills and content), by ensuring reporting back to the URBACT Local Group, etc.
- d. To produce the outputs expected from each partner as defined in the approved Application Form (especially case studies and the Integrated Action Plan) and contribute to the production of all collective project outputs;

5.2.3 Lead Partner and Project Partners responsibilities

- a. The Lead Partner is the sole administratively, legally and financially responsible party toward the Managing Authority of the URBACT IV Operational Programme concerning the due implementation of the project and compliance with obligations arising from the approval of the grant.
- b. Each Project Partner is directly and exclusively responsible to the Lead Partner for the due implementation of its respective part of the project and for the proper fulfilment of its duties and obligations as set out in this agreement and its annexes. Each Project Partner remains liable for the sound financial management of its own expenditure.
- c. Each Project Partner, including the Lead Partner (being the organisations, not the individual representatives), shall be liable to the other Project Partner and shall indemnify other partners against any liabilities, damages and costs resulting from the non-compliance of its (and its local partners) duties and obligations as set out in the work programme of the approved Application form.

If a PP fails to inform the LP of any deviation from the project data, the LP is then entitled to refuse to include in the project report the costs of this partner that are connected to such deviations and/or that result in an overspending of the approved budget of this partner. Similarly, if a PP fails to provide the

necessary input for the preparation of the project reports within the deadline agreed with the LP, the LP may refuse to report the costs of this PP to the programme, in agreement with the JS/MA.

5.2.4 Delegated communication responsibilities

As agreed in the approved Application Form partner 2 Seine-Saint Denis-County will be responsible for the overall project communication activities.

- a. To ensure production and dissemination of project's results and findings within the local authority administration, to the media, to local relevant stakeholders as well as to the wider community of European urban policy-makers and practitioners;
- b. To appoint a communication officer in charge of communicating to an external audience about the work, outputs and results of the network and its partners, mainly through a network webpage hosted on the URBACT website (ideally with an update every month);
- c. In public statements (reports, publications etc.) to point out that the project was implemented through financial assistance from funds of ERDF within the framework of URBACT IV Programme. It must be clearly stated that the project has been co-financed by ERDF through the URBACT IV OP in addition to using the European flag and programme logo and slogan;

§ 6 Working languages

The official language of the partnership shall be English as for the URBACT IV Operational Programme. Internal agreements must be made regarding provisions for interpreting between English language and other languages at seminars and workshops if necessary. The URBACT communication language is English. This applies as a general rule to all communication tools/ material.

§ 7 Budgetary principles

7.1 The Lead Partner is the sole responsible party toward the Managing Authority for the budgetary and financial management of the project. It shall be responsible for the realisation and the transfer of the project's payment claims to the Managing Authority/URBACT Secretariat and requests for modification of the budget to the URBACT IV Monitoring Committee.

7.2 The project budget approved by the Monitoring Committee shall determine the sum total of eligible expenditure, as well as its breakdown into the various items of expenditure.

7.3 As indicated in the Terms of References of the call, the passage from Stage 1 to Stage 2 is NOT automatic. No official approval will be needed to proceed into Stage 2 but projects can be stopped if they are considered to be of poor quality. If

the network is stopped, the project will be allowed to declare total eligible expenditure incurred during Stage 1. The ERDF co-financing will be calculated applying the Project Partners funding rate to the claimed eligible expenditure.

7.4 The Lead Partner must ensure the correctness of the accounting and financial reports and documents drawn up by the Project Partners. The Lead Partner may request further information, documentation and evidence from the Project Partners to that effect.

7.5 Every Project Partner shall be held responsible for its budget up to the amount as to which it participates in the operation and pledges to release its part of the co-funding.

7.6 Every Project Partner commits to keeping separate accounts solely used for the project or at least a project code to identify cost linked to the project. The official currency of the programme is € and all payment of ERDF will be made in euro.

7.7 All partners, including the Lead Partner, are obliged to have their accounting certified by a first level controller independent of the project's activities. The signed certificates and statements of expenditure shall be submitted by the Project Partners to the Lead Partner, in accordance with the schedule and requirements stipulated by the Lead Partner. If required by the Lead Partner, these documents shall include copies of all pieces of evidence (invoices, documents related to tender, bank statements, etc.).

7.8 The Lead Partner is responsible for sending to the Managing Authority/URBACT Secretariat the project's certificates of expenditure and the payment claim in accordance with the timing and procedures described in the Programme manual. The Lead Partner is also responsible for receiving the ERDF payment by the Certifying Authority and for refunding in a due time the Project Partners on the basis of their certified expenditure within 1 month after receiving the funding of the URBACT Programme.

7.9 In default of evidence or in the event of non-fulfilment of the rules concerning eligibility of expenditure, the Lead Partner shall ask the Project Partners to redraft the submitted financial documents. In case of repeated non-fulfilment, the Lead Partner shall inform the URBACT Secretariat who shall provide its assistance to solve the issue. If necessary, and with the consensus of the URBACT Secretariat, the Lead Partner may be entitled to deny the expenditure declared by a Project Partner. When taking this decision, the Lead Partner is obliged to inform both the Project Partner concerned and the URBACT Secretariat regarding the denial of the expenditure declared and the reasons behind.

7.10 In the event of total or partial incómpletion of the obligations of any of the Project Partners or in the event of material errors in the effective execution of project activities, each cosignatory member of the present Joint Convention

undertakes to reimburse the Lead Partner any funds that have been unduly received, within the month following notification.

7.11 Every Project Partner is obliged to promptly inform the Lead Partner and to provide the latter with all the useful details should there be events that could jeopardise the implementation of the project.

7.12 Should one of the Project Partners be in default, the Lead Partner shall require them to comply within a reasonable period of time (one month maximum).

7.13 Should the non-fulfilment of obligations continue, the Lead Partner may decide to debar the Project Partner concerned from the project. The Managing Authority shall be promptly informed of such a decision. The debarred partner is obliged to refund to the Lead Partner any Programme funds received which they cannot prove on the day of debarring that they used for the implementation of the project according to the definition of eligible expenses stated in the Programme rules.

7.14 In cases where the non-fulfilment of a partner's obligations has financial consequences for the funding of the project as a whole, the Lead Partner may demand compensation to cover the sum involved.

7.15 Should the Managing Authority be forced to reduce or discontinue the grant and should this entail full or partial refunding of the URBACT IV Operational Programme funds already transferred, every Project Partner is obliged to refund the funds (by way of the Lead Partner) according to the final financial settlement.

7.16 In order to avoid that in the situation described under Article 6.15 only the Lead Partner has to bring the financial consequences of the budget reduction, the final financial settlement, drawn up on the basis of the final expenditure certificate approved or denied by Managing Authority, shall show, both for the overall project as well as for every partner, the status of the eligible expenses approved by the Monitoring Committee. This determines the amount every partner and the Lead Partner must refund should the Managing Authority claim such funds from the project (by way of the Lead Partner).

§ 8 Financial management system

8.1 The Project uses a decentralised financial management system for the Implementation Phase. All partners keep, spend and certify their own expenditures concerning the Project in compliance with national and EU regulation, respecting the Programme internal rules and according to the Project's payment forecast. All partners provide the Lead Partner with the certificate and statement of expenditure signed by the appointed certifying bodies / designated first level controllers, during each reporting period.

Procedure:

- **Step 1:** Project Partners insert expenditures of activities in reporting period in SYNERGIE-CTE.

- **Step 2:** The Lead Partner checks if the expenditures are according to all rules concerning the project and if so validates these expenditures.
- **Step 3:** All validated expenditures must be certified by the certifying body of each partner through SYNERGIE-CTE. The expenditures must be certified by the certifying body officially designated and approved by the competent national authority.
- **Step 4:** The local certifying body of each partner signs a Certificate of Expenditures stating the legality and regularity of the partner's expenditures
- **Step 5:** Project Partners send the Certificate of Expenditure signed by project partner's certifying body + copies of all pieces of evidence (invoices, documents related to tender, bank statements, etc) to Lead Partner.

Every partner follows this procedure in accordance with the schedule in Article 10.1 and the requirements stipulated by the Lead Partner.

8.2 Every partner assigns a financial contact person. The lead partner contacts this person on financial issues. Each partner informs the lead partner about the name and contact information of the financial contact person. A partner informs the lead partner of changes in this information within a month.

8.3 In case partner budgets are under spent at the end of the project period (to be determined well in advance before the final payment claim is to be submitted), it can be transferred to another partner. This will have to be arranged formally in official Reprogramming, and the Lead Partner will propose this change to the partnership and the URBACT Secretariat.

§ 9 Modification to Work Programme and budget reallocation

9.1 According to the subsidy contract, the Lead Partner shall be obliged to request approval from the Managing Authority if the partnership, the activities or the budget of the project change. The URBACT Secretariat is responsible for the practical administration of changes within the running operations.

9.2 All minor changes (e.g. change in contact information, rescheduling of activities, small budget deviation) shall be reported to the URBACT Secretariat through the progress report.

9.3 Any major changes related to partnership (e.g. drop out or replacement of partners, etc.), to activities (e.g. extension of duration, change on the work programme, etc.) and to budget should as much as possible be avoided. However, when duly justified, these changes may be approved by the Monitoring Committee through a reprogramming procedure as described in the Programme manual.

9.4 As a basic rule, Lead Partner should inform the URBACT Secretariat as soon as they are aware of a possible major change in their project.

9.5 Before applying for a financial reallocation from one budget line to another, a change in the work programme, or any other major change in the framework of a

reprogramming procedure, the Lead Partner shall obtain the approval of its Project Partners.

9.6 Any request for amendments to the project presented by the Lead Partner to the Monitoring Committee shall be authorised by the Project Partners beforehand. If the Lead Partner does not receive a reaction from a Project Partner to the request for approval or authorisation as defined in paragraph 9.5 of this joint convention within 14 days it will be agreed by default.

§ 10 Progress Reports

10.1 Every Project Partner commits to provide the Lead Partner with the information needed to draw up progress reports (activity and financial), payment claims and other specific documents as required by the Monitoring Committee and Managing Authority. The Lead Partner must send to the Managing Authority the progress report, certificates of expenditure of all partners and a global project payment claim within 3 months after the end of the annual reporting periods and after the end of Phase 1. For this purpose, each partner commits itself to submit to the Lead Partner its certificates and statements of expenditure and the information needed to draw up progress reports within 2 months after the end of the annual reporting periods. In order to ensure the accuracy of the provided documents and information, the Lead Partner shall make comments to the partners within 1 weeks after reception of the documents.

Input required from the partners	<u>Deadline</u> for submitting the information to the Lead Partner. ALL PARTNERS	<u>Deadline</u> for submitting the information to the URBACT Secretariat. LEAD PARTNER
Annual Network reports	February 28, 2024 February 28, 2025 February 28, 2026	March 31, 2024 March 31, 2025 March 31, 2026

10.2 If required by Project Partners, the Lead Partner shall make available to Project Partners copies of progress reports, payment claims and other specific reports submitted to the Managing Authority.

10.3 The Lead Partner can require every Project Partner to provide additional information necessary or appropriate to draw up a report or to comply with a Monitoring Committee request for information or a request for information from any other authorised body.

10.4 The Lead Partner shall keep the Project Partners informed on a regular basis about all relevant communication between the Lead Partner and the Managing Authority/URBACT Secretariat, the Monitoring Committee and the Certifying Authority.

10.5 The reporting procedure shall be done according to the information provided in the Programme manual.

10.6 The first reporting period deadline for submission is 31 March 2024 (3 months after the end of Stage 1).

§ 11 Verification and Record Keeping

11.1 Every Project Partner is obliged to keep the documents required for the verification of the implementation of the project and eligible expenses and to make them available for control to the competent bodies and institutions.

11.2 The Lead Partner as well as every Project Partner shall be, individually, obliged to keep and file all accounting documents and other documents on customary data storage media according to the rules outlined in the URBACT IV Operational Programme.

11.3 The national rules concerning the verification or the keeping of documents may vary and the stricter rules apply.

11.4 Both LP and PPs must provide access to the premises, documents and information, irrespective of the medium in which they are stored, for verifications by the MA, the JS, the AA, relevant national authorities, authorised representatives of the EC, the European Anti-Fraud Office, the European Court of Auditors, the Group of Auditors and any external auditor authorised by these institutions or bodies. These verifications may take place up to 5 years from 31 December of the year of the last payment from the programme to the LP or PP. The PPs must ensure that all original documents, or their certified copies, in line with the national legislation related to the implementation of the project, are made available until the above final date of possible verifications, and until any on-going audit, verification, appeal, litigation or pursuit of claim has been completed.

§ 12 Information and Publicity Measures

12.1 The LP and the PPs must comply with the EU publicity rules as well as the communication requirements outlined in the programme manual ("Communication at network level"), and provide any material developed during the lifetime of the project that may be useful to publications at the programme level. Amongst others, these rules include the use of the URBACT IV logo in every document and output, printed or web; the display of an A3 poster presenting the network, URBACT IV logo and EU finance in the premises of each partner; and a news about the URBACT network on the institutional website of each partner.

12.2 The URBACT website is the main internet tool to communicate on the network and to regularly update the space dedicated to the project (ideally every month).

12.3 Any notice or publication by the project, including at a conference or a seminar, must specify that the network has received a subsidy from the ERDF

funds, and that it has been funded in the framework of the URBACT IV Operational Programme. The use of the URBACT IV logo shall be obligatory on all communication materials and tools produced within the framework of the co-financed networks. It is also necessary to indicate on all documents/products/reports that the project has been co-financed by ERDF through the URBACT IV Operational Programme in addition to using the URBACT IV logo.

12.4 The partners agree that the Managing Authority/URBACT Secretariat shall be authorised in the framework of the URBACT IV Operational Programme to publish, in whatever form and on or by whatever medium, mainly on the URBACT website and a closed online coordination platform, 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,
- whether and how the project has previously been publicised.

12.5 The LP and PPs ensure that any outcome and result produced during project implementation can be used by all interested parties and organisations, and are in the public interest and publicly available. Moreover, the PPs will support the LP and play an active role in any actions organised by the programme to disseminate and capitalise on project results.

§ 13 Co-operation with third parties

13.1 In the event of co-operation with third parties (public or private bodies), of delegation of part of the activities or of outsourcing, the Project Partners shall remain the sole responsible parties to the Lead Partner and through the latter to the Managing Authority, concerning compliance with their obligations by virtue of the conditions set forth in this agreement.

13.2 The Project Partners can, should they deem it necessary or sensible, notify their local partners of this agreement.

13.3 No partner shall have the right to transfer his rights and obligations under the terms of this protocol without the prior consent of the other partners.

13.4 Should a PP not comply with its obligations, this PP must be solely responsible for damages and costs resulting from this non-compliance.

§ 14 Confidentiality

14.1 Although the nature of the implementation of this project is public, it has been agreed that part of the information exchanged in the context of its implementation between the Project Partners themselves or with the Monitoring Committee, can be confidential. Only documents and other elements explicitly provided with the statement "confidential" shall be regarded as such.

14.2 This mainly concerns studies that have been made available to one of the parties in the context of the project concerning methods, know how, files or any other type of document labelled confidential. This information can only be used by the partners according to the provisions of this agreement.

14.3 The Project Partners commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or use it without prior written consent of the Lead Partner and the partner institution that provided the information.

14.4 The Project Partners commit to taking the same measures to maintain the confidential nature of the information, as they would do should it concern their own confidential information.

14.5 The information below is not covered by the confidentiality clause:

- information that is publicly disseminated without the publication being caused by default on the part of one of the PP concerning his obligation to observe confidentiality;
- information which, with all appropriate means, the disseminating partner can prove that it possessed prior to the project.

14.6 This confidentiality clause shall remain in force for two years following the termination of this agreement.

§ 15 Results of joint activities

15.1 The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the partners but remain freely available for Programme use.

15.2 The Project Partners dispose of the property in accordance with rules mutually agreed upon, based on the prevailing rules of co-authorship.

15.3 The Project Partners explicitly commit themselves, and without a time limit, to state that the implementation has taken place with the co-operation of the URBACT IV Operational Programme.

§ 16 Amendment of this agreement

16.1 This agreement shall only be amended by means of an annex to that effect signed by all parties involved.

16.2 Modifications to the project (time schedule, budget) that have been approved by the Monitoring Committee can be carried out without amending this agreement.

16.3 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.

§ 17 Legal succession

17.1 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.

17.2 In cases of legal succession (e.g. where the Lead Partner changes its legal form), the Lead 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.

§ 18 Force majeure

18.1 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.

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

18.3 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.

18.4 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.

§ 19 Translation languages

This agreement and its annexes shall be provided in English. In case of translation of this document into another language, the English version shall be the binding one.

§ 20 Modifications, withdrawal from obligations

The LP and each PP agree not to withdraw from the project unless there are unavoidable reasons for doing so. Should this nonetheless happen, the LP and the remaining PPs must find a solution in agreement with the rules and procedures as described in the programme manual.

Should a PP fail to comply with its obligations under this partnership agreement, the partnership may decide as a last resort to remove this PP from the project and request modifications as outlined in the programme manual.

The LP can, if necessary, request modifications of the project data to the JS/ MA or other relevant programme body. Any modifications requested, including budget, partnership and operational changes, must be agreed and authorised by the PPs beforehand, according to pre-agreed rules of procedure or other decision-making mechanism established in the partnership.

The LP and PPs must strictly follow the provisions of the programme manual when requesting and/or implementing modifications in the project.

§ 21 Dispute settlement

Disputes arising between PPs or between the LP and PP/PPs concerning their contractual relationship and, more specifically, the interpretation, performance and termination of this agreement should strive to be resolved amicably. Should this not be possible, the law of the country of the LP shall apply.

This agreement is governed by Dutch Law, being the law of the country of the Lead Partner. In case of amicable resolution of disputes in the partnership, the JS/ MA may act as mediator.

§ 22 Termination

The partnership agreement must be terminated as a consequence of termination of the co-financing contract.

Following termination of the partnership agreement, the LP and PPs are still obliged to comply with all the requirements after closure, such as recoveries or document retention for audit and evaluation purposes.

§ 23 Final Provisions

23.1 The European Commission's guidelines and the distributed financial and legal obligations are considered to be integral part of this contract between the Lead Partner and the Project Partners.

23.2 Should conflicting clauses or interpretation thereof between this agreement and the co-financing contract arise, the co-financing contract takes precedence.

23.2 The number of copies equals the number of signatories to the agreement.
Every signatory institution shall declare to have received a copy hereof.

Drawn up at Utrecht, Date 31st July 2023

§ 26 Signatures

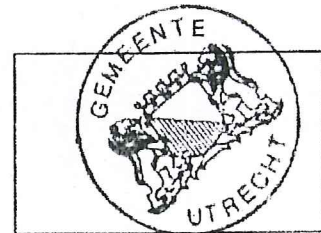
Lead Partner City of Utrecht

Signature: Miriam Kettani.....

Name of the signatory person¹: Miriam Kettani

Position of the signatory person: Manager Utrecht voor Iedereen

Date: 30-08-2023



¹ The signing person of the Lead Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 1 Seine-Saint-Denis-County

Signature:

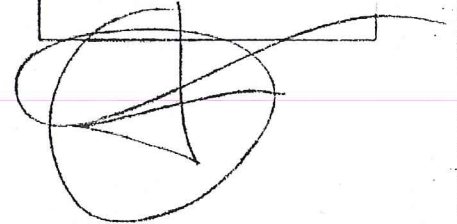
Name of the signatory person²: Stéphane Troussel

Position of the signatory person: President of the Seine-Saint-Denis County Council

Date:

27 SEP. 2020

Olivier Veber
Directeur général
des Services du Département



² The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 2 City of Albacete

Signature: ALCALDE DE ALBACETE

Name of the signatory person³: Manuel Ramón Serrano López

Position of the signatory person: Mayor

Date: 03/08/2023



³ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 3 Municipality of Fundão

Signature: 

Name of the signatory person⁴: Paulo Alexandre Bernardo Fernandes

Position of the signatory person: Mayor of Fundão Municipal Council

Date: 22/08/2023



⁴ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

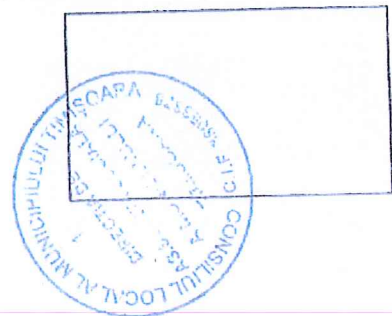
Project Partner 4 Department of Social Assistance from the municipality of Timisoara

Signature:

Name of the signatory person⁵: Esztero Emese

Position of the signatory person: General Director Department of Social Assistance

Date: 02.08.2023



⁵ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 5 Municipality of Liège

Signature: 

Name of the signatory person⁶: Willy Demeyer

Position of the signatory person: Mayor

Date: 11/09/2023

Signature: 

Name of the signatory person: Philippe Rouselle

Position of the signatory person: General Director

Date: 11/09/2023



⁶ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 6 Sosnowiec

Pełnomocnik Prezydenta Miasta Sosnowca
ds. Kultury, Rozwoju i Dialogu Społecznego



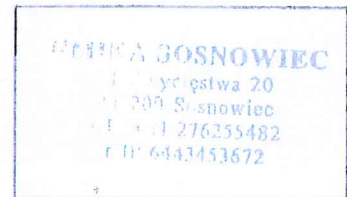
Michał Mercik

Signature:

Name of the signatory person⁷: Michał Mercik

Position of the signatory person: Mayor's Plenipotentiary for Culture, Development and Social Dialogue

Date: AUGUST 2ND 2023



⁷ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 7 City of Lampedusa

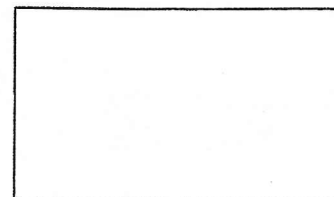
Signed by: MANNINO FILIPPO
Issuer: ArubaPEC S.p.A. NG CA.3
Signing time: 19-09-2023 23:41 UTC +02

Signature:

Name of the signatory person⁸: Filippo Mannino

Position of the signatory person: Mayor

Date: 19/09/2023.



⁸ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 8 Osijek

Signature: *Radić*

Name of the signatory person⁹: Ivan Radić

Position of the signatory person: Mayor

Date: *30.02.2023*



⁹ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.

Project Partner 9 Municipality of Cluj-Napoca

Signature: 

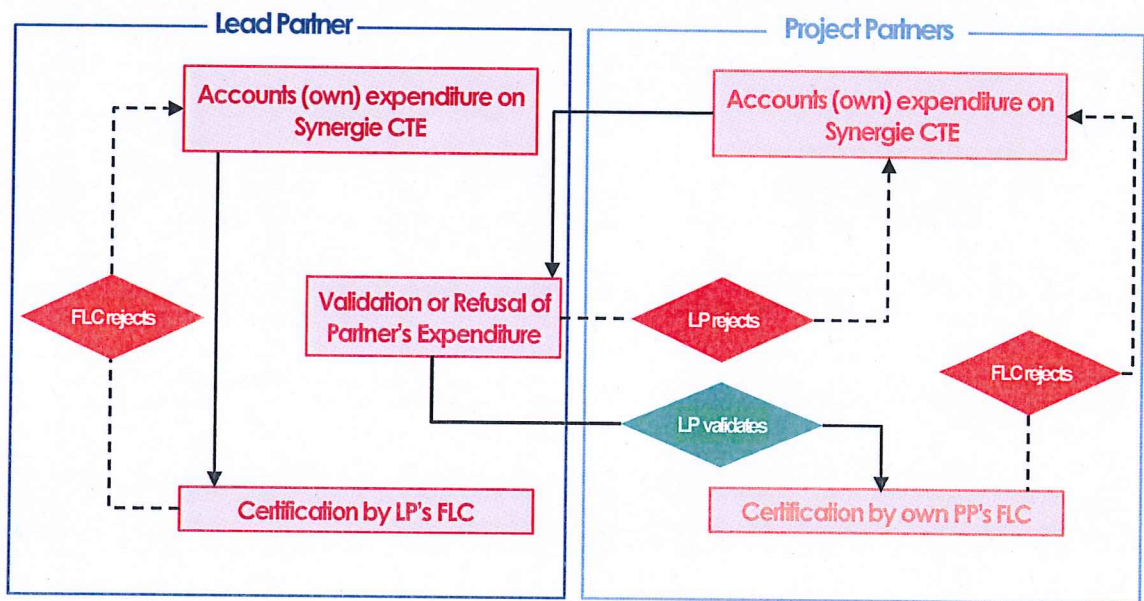
Name of the signatory person¹⁰: Emil Boc

Position of the signatory person: Mayor

Date: 01.08.2023




¹⁰ The signing person of the Project Partner can be an elected member, a director/head of department/service, the project coordinator. The signing person must be authorized by the institution to sign any document committing the institution to be engaged in the project.



D.4.2. The use of the Euro

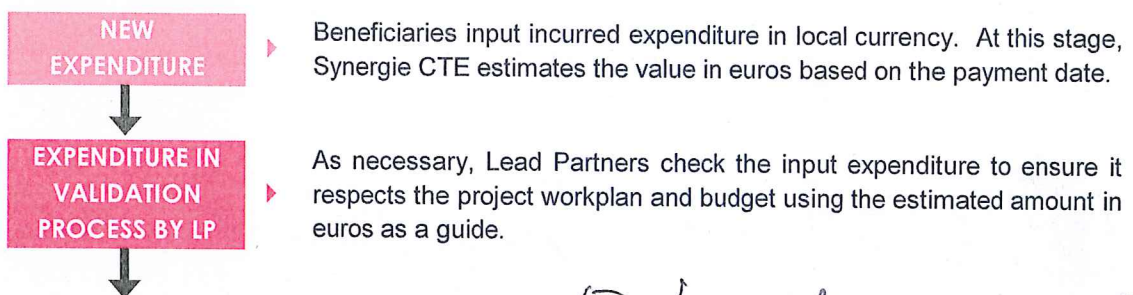
All financial reporting and project follow-up will be in euros. Expenditure must be reported to the URBACT Secretariat in euros and the programme will pay all ERDF in euros.

In accordance with Regulation (EU) No 2021/1059 Article 38 (5), expenditure paid in another currency will have to be converted into euros by the partners from countries which have not adopted the Euro as their currency. In these cases, the online monitoring system will automatically apply the exchange rate of the European Commission which is applicable in the month the partner report is submitted for verification to the controller in Synergie CTE.

 The monthly exchange rates of the Commission are published on: https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en

The conversion shall be verified by the First Level Controller in the Member/Partner State where the beneficiary is located.

Process in Synergie CTE



*Extras din manual
URBACT IV*

*pag. 77/140
w*



The expenditure is now available for the FLC to certify based on the electronic submission. The amount in euros seen in this status remains the estimated amount. It is not possible to upload supporting documents in Synergie CTE so the controller should arrange with the partner how these documents will be checked (paper submission, on the spot check, electronic data transfer etc).

▶ When the supporting documents are received by controller the costs can be moved to the next category called "**Expenditure Ready for Certification**".

This stage does not constitute certification of costs: it is a technical step to determine the date to be used to apply the official exchange rate. By transferring these costs into this category, the official exchange rate to be used for the costs is applied according to the date on which the FLC makes this transfer. Therefore, this stage is critical in fixing the official exchange rate to be applied.

▶ The FLC can now proceed to certify the costs. At this stage costs can be certified in full or in part according to the eligibility rules and the supporting documents provided.

It is the responsibility of each FLC to agree the definition of the date of submission. The date of submission can be considered as the date of the electronic submission or the date when the paper version of the supporting documents (invoices, proofs of payment) is received. The definition of the date to apply is likely to vary from one partner to another partner. The First Level Controller will be responsible for switching the category during the month of the submission, according to this definition. In case of holidays or other engagements, the URBACT Secretariat can intervene.

In case of correction, the FLC must also decide which date of submission shall apply, as defined above.

This procedure requires that **Lead Partners react quickly** when validating costs so Project Partners are reminded of the importance of informing the Lead Partner when their costs are ready for validation.

There is also need for **clear communication channels between PP and FLC** particularly when these are at national level. It is recommended that PP contact their FLC to fix a date which is mutually acceptable for the documents to be sent. This will help to avoid problems in transferring the costs from "available for FLC" to "Ready for certification" which will apply the official exchange rate.

D.5. Certifying expenditure

Before submission to the URBACT Secretariat, each **Certificate and statement of expenditure** must be **verified and signed** by the **independent First Level Controller**. For this purpose, Project Partners and Lead Partners have to follow national specific control requirements set up by each participating country.

D.5.1. Designation of a First Level Controller

It is the responsibility of each EU Member State, IPA country, Norway and Switzerland to designate the controllers responsible for verifying that the expenditure declared by each partner participating in a project complies with the applicable law and the programme rules and that the funded products and services were delivered and paid.

Extras din manual URBACT
pag 78 din 140 ⁷⁸
W *IV*



ROMANIA
CITY OF CLUJ-NAPOCA

3 Moșilor St., 400001, Cluj-Napoca, phone: +40 264 596 030;
www.primariaclujnapoca.ro | www.clujbusiness.ro | www.visitclujnapoca.ro

URBACT



Welcome and Empowerment for Local Dignified Integration (WELDI) led by the City of Utrecht

302409/105/13.03.2023

URBACT IV Managing Authority
20, Avenue de Ségur
TSA 10717
75334 Paris Cedex 07
France

Cluj-Napoca, 13th of March, 2023

Dear Madam,

Dear Sir,

The City of Cluj-Napoca confirms its commitment to be Project Partner in the activities of the URBACT Action planning network proposal entitled Welcome and Empowerment for Local Dignified Integration (WELDI) led by the city of Utrecht.

The specific challenge we wish to address in this Action planning network as a Project Partner is to improve migrants' reception and inclusion.

We are convinced that by working through this URBACT network, we will be able to better address these challenges. In this context, if the proposal is approved within the framework of the URBACT IV Programme, we will participate in the project, take on roles and implement activities as indicated in the application work programme. More especially, we commit to participate in the transnational meetings planned, to contribute to the production of the Network roadmap (Baseline study), to identify key stakeholders to be involved and to contribute to the production of the communication plan.

To this end we also formally commit to engaging the funds needed to co-finance ERDF. The details of this contribution are outlined within the application.

Yours sincerely,

EMIL BOC

Mayor of Cluj-Napoca City

Emil Boc

Digitally signed
by Emil Boc
Date: 2023.03.14
11:58:56 +02'00'

Official stamp

