

Il Sindaco sottopone alla Giunta Comunale l'allegata proposta di delibera avente per oggetto:

RETE TRACE - PARTECIPAZIONE AL PROGRAMMA EUROPEO URBACT II - ADESIONE AL PROGETTO DI RETE TEMATICA NET-TOPIC.

LA GIUNTA COMUNALE

- Vista l'allegata proposta di delibera;
- Ritenuto di approvarla, riconoscendone il contenuto;
- Visti i pareri espressi ai sensi dell'art. 49 - 1° comma del D. Lgs. n. 267/00, come da foglio allegato;
- Richiamato l'art. 134 - 4° comma del D. Lgs. n. 267/00;
- Con voti unanimi, espressi nelle forme di legge, anche per quanto riguarda l'immediata eseguibilità della presente deliberazione;

DELIBERA

1. di approvare, l'allegata proposta avente ad oggetto:

"RETE TRACE - PARTECIPAZIONE AL PROGRAMMA EUROPEO URBACT II - ADESIONE AL PROGETTO DI RETE TEMATICA NET-TOPIC."
2. di dichiarare la presente deliberazione immediatamente eseguibile ai sensi dell'art. 134 - 4° comma del D. Lgs.n. 267/00.

ALLEGATI:

Proposta di deliberazione (1 pagina)
Relazione a firma Arch. Delfino (2 pagine)
Letter of commitment (2 pagine)
Joint Convention (33 pagine) con allegato 1 (2 pagine)
Audit Trail (4 pagine)
Foglio Pareri (1 pagina)

OGGETTO: RETE TRACE - PARTECIPAZIONE AL PROGRAMMA EUROPEO URBACT II – ADESIONE AL PROGETTO DI RETE TEMATICA NET-TOPIC

LA GIUNTA COMUNALE

- Vista la proposta del Direttore del Settore Urbanistica che si assume quale parte integrante e sostanziale del presente atto ;
- Visto l'art. 48 della L. 267/2000;
- Acquisito il parere di regolarità tecnica espresso dal Responsabile del Settore, ai sensi dell'art. 49 del D.Lgs. 18 agosto 2000, n. 267;
- Con voti unanimi espressi nelle forme di legge, anche per quanto attiene l'immediata eseguibilità;

DELIBERA

1. di prendere atto dei contenuti della convenzione per la partecipazione al progetto NeT-TOPIC nell'ambito del programma di cooperazione internazionale URBACT II;
2. di prendere atto che l'importo stimato per la partecipazione al progetto NeT-TOPIC è complessivamente di € 61.280,00, di cui € 42.896,00 sono oggetto di cofinanziamento europeo ed € 18.384,00 - pari al 30% dell'importo totale previsto - verranno garantiti dal Comune di Sesto San Giovanni con propri fondi di bilancio a seguito dell'assegnazione del relativo contributo del programma europeo URBACT II, dando altresì atto che esiste la relativa disponibilità nel bilancio pluriennale;
3. di dare mandato al Sindaco di sottoscrivere la lettera di impegno e la convenzione per la partecipazione al progetto NeT-TOPIC;
4. di dare mandato al Settore Urbanistica di predisporre gli atti conseguenti gli impegni sottoscritti;
5. di dichiarare la presente deliberazione immediatamente eseguibile, ai sensi dell'art. 134, comma 4 del D.Lgs. 267/00.

RELAZIONE

La città di Sesto San Giovanni, con deliberazione di Giunta comunale n. 285 del 13 novembre 2007, ha aderito al *network* europeo TRACE (*Network of European Cities in Transformation*, Rete delle città europee in trasformazione) sottoscrivendo in data 16 novembre 2007 il "Protocollo di intenzioni tra i Sindaci di diverse città europee per la costituzione della rete di città europee in trasformazione"

La rete TRACE promuove l'interscambio di esperienze, la realizzazione di azioni congiunte (progetti, pubblicazioni, seminari...) e la generazione di nuove conoscenze nei temi relazionati con la trasformazione delle città, oltre a condividere e convertire tali conoscenze in un riferimento per altre città che stanno vivendo processi di trasformazione analoghi. La rete si propone inoltre di partecipare a politiche europee, nazionali e regionali che trattino i temi relazionati, direttamente o indirettamente, con la trasformazione urbana.

Nell'ambito delle attività promosse dalla rete TRACE, è stato sviluppato il progetto NeT-TOPIC (acronimo di *Tools and approaches for managing urban Transformation Processes in Intermediate Cities*, strumenti e approcci per gestire i processi di trasformazione urbana nelle città intermedie), guidato dall'Amministrazione della città di L'Hospitalet de Llobregat (Spagna) e comprendente le città di Nanterre (Francia), Salford (Inghilterra), Liepaja (Lettonia) e Siemianowice Slaskie (Polonia). Il progetto è finalizzato alla partecipazione al programma di cooperazione internazionale URBACT II promosso e co-finanziato dalla Comunità Europea per gli anni 2007-2013.

Il progetto NeT-TOPIC è finalizzato alla redazione, in ciascuna città coinvolta, di un *Local Action Plan* (Piano d'azione strategico), redatto con il coinvolgimento di un *Local Support Group* (Gruppo di supporto locale), formato da esperti urbani e da portatori di interesse locali.

L'adesione formale al progetto NeT-TOPIC, sviluppato nell'ambito della rete TRACE, richiede la sottoscrizione di una lettera di impegno e di una convenzione specifiche, riportate in allegato, anche ai fini del completamento della documentazione da allegare alla proposta di progetto finale per concorrere al finanziamento europeo.

Per l'implementazione del progetto è richiesto a ciascun partner aderente al progetto un impegno complessivo per i prossimi 3 anni di 61.280,00 euro, di cui 18.384,00 euro, pari al 30% della somma complessiva, a carico del Comune di Sesto (comprensivi tra l'altro del costo del personale impiegato) e 42.896,00 euro, pari al 70% della cifra complessiva, finanziati dalla Comunità Europea.

Oltre alle attività di approfondimento e studio condotte dal *Local Support Group* per la redazione del *Local Action Plan*, ai fini dello scambio e del confronto sul tema delle trasformazioni in atto, la città di Sesto si è assunta l'impegno ad organizzare il primo dei 3 seminari internazionali previsti dalla proposta NeT-TOPIC.

Sesto San Giovanni, 15 ottobre 2008

IL DIRETTORE
SETTORE URBANISTICA
Arch. Fulvia Delfino



CITTA' DI SESTO SAN GIOVANNI

Medaglia d'Oro al Valor Militare

URBACT II MANAGING AUTHORITY

194, avenue du Président Wilson
93217 Saint Denis la Plaine
France

14 October 2008

Dear Madam, Sir,

the Municipality of Sesto San Giovanni confirms its commitment to be Project Partner in the activities of the URBACT *Thematic network* proposal entitled NeT-TOPIC (New Tools and approaches for managing urban Transformation Processes in Intermediate Cities) led by L'Hospitalet de Llobregat.

The specific challenge we wish to address in this *Thematic network/ Working group* as a Project Partner is to define an urban redevelopment strategy to redesign the city, completing the transition from a factory town to a technological and service city, tackling the transformation of the remaining vast industrial, disused and polluted areas now lying near the centre of the town, and integrating the wide and varied objectives of economic, social, environmental, cultural local policies.

We are convinced that by working through this URBACT project, we will be able to better address these challenges. In this context, if the proposal is approved within the framework of the URBACT II Programme, we will participate in the project, take on roles and implement activities as indicated in the Final Application work programme. More especially, we commit to put in place and run an URBACT Local Support Group made up of key local stakeholders relevant to the theme of our project. We also commit to produce as a result of the exchange and learning activities a Local Action Plan using the knowledge and expertise generated by our joint working.

To this end we also formally commit to engage the funds needed to co-finance ERDF. In the Implementation phase, this is estimated to amount to 18,384 €. The details of this contribution are outlined within the Final Application and in the attached financial tables.

Yours sincerely,

GIORGIO OLDRINI
Mayor of Sesto San Giovanni



	The URBACT II Programme 2007 - 2013	JOINT CONVENTION
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**JOINT CONVENTION BETWEEN LEAD PARTNER AND
PROJECT PARTNERS FOR THE URBACT II
OPERATIONAL PROGRAMME**

PROJECT ACRONYM: NeT-TOPIC

PROJECT TITLE: New Tools and approaches for managing urban
Transformation Processes in Intermediate Cities

EUROPEAN UNION
European Regional
Development Fund



Having regard to

- the EU Regulations laying down provisions on the Structural Funds, in particular Council Regulation (EC) No 1083/2006 of 11 July 2006 (OJ L 210, 31.7.2006, p. 25), as last amended by Regulation (EC) No 1989/2006 of 21 December 2006 (OJ L 411, 30.12.2006, p. 6), Regulation (EC) No 1080/2006 of the European Parliament and of the Council of 5 July 2006 (OJ L 210, 31.7.2006, p. 1), Commission Regulation (EC) No 1828/2006 of 8 December 2006 (OJ L 371, 27.12.2006, p. 1), No 643/2000 of 28 March 2000 (OJ L 78, 29.03.2000, p. 4);
- the EU legislation laying down provisions on public procurement, in particular Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 (OJ L 134, 30.4.2004, p. 1–113), as last amended by Council Directive 2006/97/EC of 20 November 2006 (OJ L 363, 20.12.2006, p. 107–128), Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 (OJ L 134, 30.4.2004, p. 114–240) as last amended by Council Directive 2006/97/EC of 20 November 2006 (OJ L 363, 20.12.2006, p. 107–128), Commission Regulation (EC) No 1564/2005 of 7 September 2005 (OJ L 257, 1.10.2005, p. 1–126), as last amended by Commission Regulation (EC) No 1792/2006 of 23 October 2006 (OJ L 362, 20.12.2006, p. 1–66), Commission Directive 2005/51/EC of 7 September 2005 (OJ L 257, 1.10.2005, p. 127–128), Council Directive 92/13/EEC of 25 February 1992 (OJ L 76, 23.3.1992, p. 14–20) as last amended by Council Directive 2006/97/EC of 20 November 2006 (OJ L 363, 20.12.2006, p. 107–128), Council Directive 89/665/EEC of 21 December 1989 (OJ L 395, 30.12.1989, p. 33–35) as last amended by Council Directive 92/50/EEC of 18 June 1992, OJ L 209, 24.7.1992, p. 1–24.
- the European Territorial Cooperation Operational Programme URBACT II (CCI N° : 2007CB163PO048), approved by the European Commission on 02 October 2007 [ref: E/2007/2063-C(2007)4454]
- the Memorandum of Understanding between the EU Member States, the Managing Authority (Délégation Interministérielle à la Ville) and the Certifying Authority (Caisse des Dépôts et Consignations) on the implementation of the URBACT II OP.
- the *ad hoc* Memorandum of Understanding between Norway, Switzerland, the Managing Authority (Délégation Interministérielle à la Ville) and the Certifying Authority (Caisse des Dépôts et Consignations) on the implementation of the URBACT II OP.
- Programme specific guidance laid out in the URBACT II Technical Working Document (Programme manual) as approved by the Monitoring Committee on 21 November 2007.

- Article 20.1.a of Regulation (EC) No 1080/2006 that states that it is the responsibility of the lead beneficiary [Lead Partner] appointed for each operation to lay down the arrangements for its relations with the beneficiaries [project partners] participating in the operation in an agreement comprising, inter alia, provisions guaranteeing the sound financial management of the funds allocated to the operation, including the arrangements for recovering amounts unduly paid.

The following agreement shall be made between:

LEAD PARTNER

L'Hospitalet de Llobregat City Council

Corporate image and external relations cabinet (Mayor area)
Can'Arús
Rambla de la Marina 421
08901 L'Hospitalet de Llobregat
Spain

Represented by: Mrs. Nuria Marín, (Mayor of l'Hospitalet de Llobregat)

PROJECT PARTNERS

During the project development phase (phase I)

1. Nanterre City Council

88 -118 rue du 8 Mai 1945
92000 Nanterre
France

Represented by: Mr Patrick Jarry, (Mayor of Nanterre)

2. Salford City Council

Salford Civic Centre
Chorley Road
Swinton
M27 5BY

Represented by: Councillor Derek Antrobus

3. Siemianowice Slaskie City Council

Urząd Miasta Siemianowice,
ul. Jana Pawła II 10,
41- 100 Siemianowice

Represented by: Mr. Dariusz Bochenek, (1st Deputy Mayor of the Town)

4. Haidari City Council

181 -183 Boulevard of Athens
12461 Haidari
Greece

Represented by: Mr. Dimitros Maravelias (Mayor of Haidari)

During the project implementation phase (phase II)

1. Nanterre City Council

88 -118 rue du 8 Mai 1945
92000 Nanterre
France

Represented by: Mr. Patrick Jarry, (Mayor of Nanterre)

2. Salford City Council

Salford Civic Centre
Chorley Road
Swinton
M27 5BY

Represented by: Councillor Derek Antrobus

3. Siemianowice Slaskie City Council

Urząd Miasta Siemianowice,
ul. Jana Pawła II 10,
41- 100 Siemianowice

Represented by: Mr. Dariusz Bochenek, (1st Deputy Mayor of the Town)

4. Haidari City Council

181 -183 Boulevard of Athens
12461 Haidari
Greece

Represented by: Mr. Dimitros Maravelias (Mayor of Haidari)

5. Barakaldo City Council

Herriko Plaza, 1
48901 Barakaldo
Bilbao
Spain

Represented by: Mr. Jesús María González Suances (Councillor Delegate for Urban Planning and Municipal Services Department)

6. Sesto San Giovanni City Council

Town Planning Department (Settore Urbanistica)
Piazza della Resistenza, 20
20099 Sesto San Giovanni
Milan
Italy

Represented by: Mr. Giorgio Oldrini (Mayor of Sesto San Giovanni)

7. Sacele City Council

17th Libertatii Square
Sacele - Brasov,
505600 Romania

Represented by: Mr. Radu Florea Nistor (Mayor of Sacele)

8. Statutory City of Kladno (Statutární mesto Kladno)

nám. Starosty Pavla 44
272 52 Kladno, Česká republika
Tel.: 00420 312 604 111
Fax: 00420 312 248 021

Represented by: Ing. Dan Jiránek (Mayor of Kladno)

9. Guimaraes City Council

Município de Guimarães
Largo Cónego José Maria Gomes
4800-419 Guimarães
Portugal

Represented by: Mr. António Magalhães (Mayor of Guimarães)

for the implementation of the URBACT II thematic network **NeT-TOPIC (New Tools and approaches for managing urban Transformation Processes in Intermediate Cities)**, hereinafter referred to as 'the Project', whose phase I has been approved by the Monitoring Committee on 18 April 2008.

§ 1 Subject of the Agreement

1.1 The subject of this agreement is the organisation of a partnership in order to implement the Project supported by the URBACT II Operational Programme.

1.2 The terms of reference of the Project are indicated in the Declaration of Interest and in the Final Application which define the Project as sent to the URBACT II Secretariat, with its time schedule, work programme, detailed budget, and co-financing statements.

§ 2 Duration of the Agreement

2.1 This agreement will enter into force retrospectively from 21 April 2008 onwards. It shall remain in force until the Lead Partner has discharged in full his obligations toward the Managing Authority, and each Project Partner has received its quota of the final payment by the EU Commission [without prejudice to the conditions outlined in Regulation (EC) 1083/2006 Article 90 paragraphs 1 and 3].

2.2 This agreement applies to both Development phase (phase I) and Implementation phase (phase II) of the project. If the Final Application for phase II is not approved by the Monitoring Committee, this agreement applies only to phase I. In this case, the obligations, requirements and responsibilities ruled by this agreement will be only those concerning phase I, and the partners concerned by this agreement will be only the partners of phase I.

§ 3 Definition of partners

In this agreement the Partners shall be:

- The **Lead Partner**, as the organisation responsible for the overall Project [according to Article 20 of Regulation (EC) No 1080/2006]. This organisation is administratively, legally and financially responsible for the implementation of the project toward the URBACT Secretariat/ Managing Authority.
- The **Project Partners**, as the organisations responsible for the activities as stated in the Project, according to the work programme, the implementation schedule and the budget. As stated in Article 20.2a of Regulation (EC) No 1080/2006, each Project Partner remains liable for the sound financial management of its own expenditure (according to the financial management system set up – further details are available in the Programme Manual, Fact sheet 6b, section 7).

§ 4 Duties, obligations and responsibilities of the partners

The Lead Partner and Project Partners commit themselves to do everything in their power to foster the implementation of the Project as defined in the approved

application. They shall accept the subsidy as presented to the Monitoring Committee and the obligations formulated in the agreement between the Managing Authority and the Lead Partner [Subsidy Contract].

4.1 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 [according to the URBACT II Programme Manual, Fact sheet 6b, section 1.1.1]:

4.1.1 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 Development phase (phase I)/ Implementation phase (phase II).
- b. To ensure implementation of the operation (including implementation of work programme and production of outputs, and more especially the baseline study during the development phase and the local action plans during the implementation phase) according to the description in the latest version of the Declaration of Interest/ Final Application 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. To ensure an efficient internal management and control system;
- f. To ensure that partners' tasks are fulfilled in compliance with the Declaration of Interest/Final Application, this Joint Convention and the Subsidy Contract;

- g. To request and receive payments of programme funding according to the procedures detailed in the Programme Manual – Fact sheet 6b - section 9;
- h. To transfer programme funding to the partners in compliance with the amounts reported in the progress report (according to the financial management system set up – further details are available in Article 7);
- 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 II Description of Management and Control system;
- 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 Declaration of Interest/ Application Form, the project budget (out of the flexibility rule) or in case of other major changes;
- l. To take part to the activities of the Thematic Pole to which the project will be assigned (which includes especially taking part to the Thematic Pole meetings – See Programme Manual, Fact sheet 3a);
- m. To ensure participation to activities at Programme level (i.e. initial training session, annual Lead Partner meetings, annual conference of URBACT cities, Thematic Regional Conferences, etc.);
- n. To ensure that the URBACT Local Support Groups are set up by each Project Partner and operating in relationship with the project work activities (See Programme Manual – Fact sheets 2a and 2c);
- o. 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;

- p. To define and to implement a communication plan for the Implementation phase of the project in accordance with the guidance provided by the URBACT Secretariat;
- q. To use the URBACT website as the main internet tool to communicate on the project and to regularly update the space dedicated to the project (once every 3 month minimum);
- r. 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 II Programme in accordance with Chapter II, section 1, of Commission Regulation (EC) No 1828/2006, and with URBACT II Programme Manual (See Fact sheet 6a – section 5 and Fact sheet 6b – section 10.2.). It must be clearly stated that the project has been co-financed by ERDF through the URBACT II OP in addition to using the European flag and programme logo and slogan;
- s. 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 at least until 31 December 2020. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;
- t. To comply with the regulations referred to in the preamble to this contract as well as with relevant national legislation.

4.1.2 Project development

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

- a. To finalise the partnership,
- b. To carry out a baseline study concerning all partners included in the completed partnership (phase I plus phase II),
- c. To ensure all partners included in the completed partnership set up the URBACT Local Support Groups,
- d. To agree a detailed work programme for the implementation phase (phase II),

- e. To collect all documents necessary for the submission of the Final Application: signed letters of commitment from all project partners, signed project audit trails from all project partners (see Programme Manual, Fact sheet 6b – section 11), signed Joint Convention, signed letters of intent from all associated Managing Authorities.
- f. To complete and submit the Final Application for the implementation phase (phase II), along with all requested documents.

This development phase shall receive active support from the URBACT Secretariat and must involve the Lead expert attached to the project.

4.1.3 Project reporting

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

- a. To deliver, within the deadlines, progress reports (activity and financial) and all other required documentation to the Managing Authority/URBACT Secretariat on behalf of the project;
- b. To inform the Managing Authority/URBACT Secretariat through the six monthly progress reports on changes in the contact information, 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.

4.1.4 Project closure

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

- a. The final project payment claim;
- b. The final certificates and statements of expenditure of Lead Partner and partners;
- c. The administrative closure report;

- d. The Match Funding Sheet (summary of the match funding contributions from all partners) signed by Lead Partner and certifying body¹ of the Lead Partner;
- e. The project's final outputs as defined in the Declaration of Interest/Final Application shall be handed in to the Managing Authority/URBACT Secretariat in paper and electronic formats, and uploaded on the project's space on the URBACT website;

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 Declaration of Interest/ Final Application).

In addition to these obligations, the Lead Partner has the opportunity to submit a proposal of project reprogramming once per year, normally in September. The deadline for the submission of the reprogramming proposals by the Lead Partner shall be fixed each year by the Managing Authority/URBACT Secretariat according to the date of the last Monitoring Committee meeting of the same year, following the procedures defined in the Programme Manual, Fact sheet 6b, section 8. 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 after the meeting.

4.2 Project Partners

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

- a. appoint a Lead Partner for the parts of the project for which it is responsible and give the Lead Partner the authority to represent the partners in the project;
- b. implement the part of the project for which it is responsible in due time according to the descriptions of individual components outlined in the application;
- c. commit to keeping separate accounts of transactions related to the project implementation including an agreed audit trail;
- d. notify the Lead Partner immediately of any event that could lead to a temporary or final discontinuation or any other change to the project;

¹ The certifying body is the first level controller, according to Article 16 of Regulation (EC) 1080/2006 of the European Parliament and of the Council.

- e. 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 at least until 31 December 2020. Other possibly longer statutory retention periods, as might be stated by national law, remain unaffected;
- f. 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;
- g. 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 II Description of Management and Control system ;
- h. provide the independent assessors (carrying out the URBACT II mid term and ex post evaluations for the programme) any documents necessary to assist with this task;
- i. respect all rules and obligations laid down in the Declaration of Interest/Final Application, in this joint convention and in the letter of commitment each partner has signed;
- j. react promptly to any request by the bodies implementing the URBACT II Programme;
- k. comply with EU and national legislation;

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

4.2.1 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 redaction of the progress reports (activity and financial);
- c. To account in PRESAGE-CTE the expenditure incurred by the partner's institution in the framework of its participation to the project within the fixed deadlines (as mentioned on article 7 of this document);
- 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 (as mentioned on article 7 of this document);

4.2.2 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 Final Application form;
- b. To set up an URBACT Local Support 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 Local Action Plans;
- c. To actively take part to the exchange and learning activities such as project seminars, site visits, coordination meetings, 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 Support Group, etc.
- d. To produce the outputs expected from each partner as defined in the Declaration of Interest/Final Application (especially case studies and the Local Action Plan) and contribute to the production of all collective project outputs;

4.2.3 Communication activities:

- a. To contribute to the contact list according to the relevant target groups. Each partner must provide the Lead Partner with the contact list at his/her local level.
- b. To contribute to the media list. Each partner must provide the Lead Partner with the contact list of relevant journalists and medias at his/her local level.
- c. To set up a dissemination plan at local level.

4.2.4 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 II 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 Declaration of Interest/Final Application.

§ 5 Working languages

The official language of the partnership shall be English as for the URBACT II 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.

§ 6 Budgetary principles

6.1 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 II Monitoring Committee.

6.2 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.

6.3 As indicated in the URBACT II Programme manual (section 4.2 of fact-sheet 2a and section 4.2 of fact-sheet 2c), if the Final Application for the implementation phase (phase II) is not approved by the Monitoring Committee, the project will be allowed to declare up to a maximum of 75.000 € in the case of a thematic network, and to a maximum of 50.000 € in the case of a working group as refundable expenditure incurred during the development phase (phase I). The ERDF co-financing will be calculated applying the project funding rate to the claimed refundable expenditure.

6.4 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.

6.5 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.

6.6 Every Project Partner commits to keeping separate accounts solely used for the project as defined in the application. The accounts shall provide for registration in Euros (EUR; €) of total expenses (expenditure) and of the return (income) related to the project.

6.7 All partners, including the Lead Partner, are obliged to have their accounting certified by a controller independent of the project's activities [i.e. the certifying

body²]. 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.) - (according to the financial management system set up –see article 9 of this agreement).

6.8 The Lead Partner is responsible for sending to the Managing Authority/URBACT Secretariat the project's certificates and statements of expenditure and the payment claim in accordance with the timing and procedures described in Fact sheet 6b, section 9, of 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. For this purpose, once the Lead Partner has received the ERDF payment, Project Partners shall send to the Lead Partner an invoice with their corresponding ERDF amount to be refunded. Lead Partner shall transfer the corresponding ERDF amount to PP within 1 month after the reception of the aforementioned invoice.

6.9 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.

6.10 In the event of total or partial incompleteness 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 2 months following notification.

6.11 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.

6.12 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).

6.13 Should the non-fulfilment of obligations continue, the Lead Partner may decide to debar the Project Partner concerned from the project. The Managing

² according to Article 16 of Regulation (EC) 1080/2006 of the European Parliament and of the Council.

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.

6.14 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.

6.15 Should the Managing Authority be forced to reduce or discontinue the grant and should this entail full or partial refunding of the URBACT II 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.

6.16 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).

§ 7 Financial management system

7.1 Lead Partner and Project Partners have jointly decided to establish a decentralised financial management system. Consequently, all project partners shall keep, spend and certify their own costs.

7.2. To ensure a sound financial management system all partners shall:

- a) spend, account and certify its own contribution in compliance with the national and EU regulations and respecting the Programme internal rules;
- b) spend, account and certify its own contribution according to the project's payment forecast;
- c) provide the Lead Partner with the certificate and statement of expenditure signed by the appointed certifying bodies during each reporting period
- d) in case it is requested by the certifying body of the Lead Partner, the project partners shall provide the financial support documents related to their project expenditure.

7.3 Lead Partner and Project Partners agree on the financial management procedures, deadlines and responsibilities outlined on Annex 1, of this agreement

§ 8 Modification to Work Programme and budget reallocation

8.1 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.

8.2 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.

8.3 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 [according to the procedures described in the Programme manual, Fact sheet 6b, section 8].

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

8.5 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.

8.6 Any request for amendment of the subsidy contract presented by the Lead Partner to the Monitoring Committee shall be authorised by the Project Partners beforehand.

§ 9 Progress Reports

9.1 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 and statements of expenditure of all partners and a global project payment claim within 3 months after the end of the six-month reporting periods. 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 1 month after the end of the six-month reporting periods. In order to ensure the accuracy of the provided documents and information, the Lead Partner shall make comments to the partners within 15 days after reception of the documents.

9.2. Furthermore, an internal financial reporting process shall be established in the middle of each reporting period to monitor the expenditures carried out at each Project partner. To this end, Project Partners shall have accounted on PRESAGE-CTE all expenses incurred to date and send a brief report of the activities developed by them to the Lead Partner (see annex 1 of this agreement for deadlines of reporting processes).

9.3 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.

9.4 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.

9.5 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.

9.6 The reporting procedure shall be done according to the information provided in Fact sheet 6b, section 9.1, of the Programme manual.

9.7 The first reporting period will coincide with the length of the development phase (phase I) , so 21st April-21st October 2008.

§ 10 Verification and Record Keeping

10.1 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 (audit trail).

10.2 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 for a period of three years as from the date of the last payment of ERDF from the Commission to the URBACT II Operational Programme, according to Regulation 1083/2006 Article 90 paragraphs 1 and 3.

10.3 The national rules concerning the verification or the keeping of documents, from which the Project Partner may never deviate, shall remain applicable if they set forth stricter obligations.

§ 11 Information and Publicity Measures

11.1 The Lead Partner and the Project Partners shall implement jointly a communication plan to ensure production and dissemination of project's results and findings within the local authority administration, to the media, to the local relevant stakeholders as well as to the wider community of European urban policy-makers and practitioners;

11.2 The URBACT website is the main internet tool to communicate on the project and to regularly update the space dedicated to the project (once every 3 month minimum). When it comes to the web-site, the project budget can finance only actions related to the use of the URBACT web-site;

11.3 Any notice or publication by the project, including at a conference or a seminar, must specify that the project has received a subsidy from the ERDF funds, and that it has been funded in the framework of the URBACT II Operational Programme. The use of the EU logo shall be obligatory on all communication materials and tools produced within the framework of the co-financed projects. It is also necessary to indicate on all documents/products/reports that the project has been co-financed by ERDF through the URBACT II Operational Programme in addition to using the European flag and programme logo and slogan.

11.4 Information and publicity measures included in Regulation (EC) No 1828/2006 must in any case be observed.

11.5 The partners agree that the Managing Authority/SURBACT Secretariat shall be authorised in the framework of the URBACT II Operational Programme 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.

§ 12 Co-operation with third parties

12.1 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.

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

12.3 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 Confidentiality

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 Project Partners concerning his obligation to observe confidentiality;
- ? information which, with all appropriate means, the disseminating Project Partner can prove that it possessed prior to the project.

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

§ 14 Results of joint activities

14.1 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.

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

14.3 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 II Operational Programme.

§ 15 Legislation in force

This agreement is governed by Spanish Law, being the law of the country of the Lead Partner.

§ 16 Disputes between partners

16.1 Should a dispute arise between Project Partners of the project, every partner shall be obliged to submit the dispute to the Steering Committee (constituted by the project coordinators at each project partner) in order to reach a settlement. The Lead Partner will inform the other Project Partners.

16.2 Notwithstanding a settlement of mutual agreement between both parties, the contentious-administrative jurisdiction court of L'Hospitalet de Llobregat shall be the competent authority as regards litigious matters that may arise between parties concerning the interpretation, implementation and termination of this Agreement.

§ 17 Amendment of this agreement

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

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

17.3 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.

§ 18 Legal succession

18.1 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.

18.2 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.

§ 19 Force majeure

19.1 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.

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

19.3 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.

19.4 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.

§ 20 Nullity

20.1 Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

20.2 The fact that one of the parties should not demand application of one of the provisions of the agreement does not imply that this party waives such provision.

§ 21 Lapse of time

Legal proceedings concerning any issue ensuing from this agreement may not be lodged before the courts more than three years after the facts. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

§ 22 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.

§ 23 Domicile

To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served. Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

§ 24 Final statement

24.1 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.

24.2 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 L'Hospitalet Date 07TH October, 2008

§ 25 Signatures

Lead Partner. L'Hospitalet de Llobregat City Council

Local co-financing (in €): 56.433

ERDF contribution (in €): 131.677

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person : Mrs. Nuria Marín

Position of the signatory person: Mayor

Date:

[STAMP OF LEAD
PARTNER'S
INSTITUTION]

Partner 1. Nanterre City Council

Local co-financing (in €): 18.506,70

ERDF contribution (in €): 43.182,30.

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Patrick Jarry

Position of the signatory person: Mayor of Nanterre

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 2. Sarlford City Council

Local co -financing (in €): 20.451

ERDF contribution (in €): 47.719

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Councillor Derek Antrobus

Position of the signatory person: Councillor

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 3. Siemianowice Slaskie City Council

Local co -financing (in €): 10.078

ERDF contribution (in €): 40.312

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Dariusz Bochenek

Position of the signatory person: First Deputy Mayor of the Town

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 4. Haidari City Council

Local co -financing (in €): 9.942

ERDF contribution (in €): 39.768

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Dimitros Maravelias

Position of the signatory person: Mayor of Haidari

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 5. Barakaldo City Council

Local co-financing (in €): 18.204

ERDF contribution (in €): 42.476

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Jesús María González Suances

Position of the signatory person: Councillor Delegate for Urban Planning and
Municipal Services Department

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 6. Sesto San Giovanni City Council

Local co -financing (in €): 18.384

ERDF contribution (in €): 42.896

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Giorgio Oldrini

Position of the signatory person: Mayor of Sesto San Giovanni

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 7. Sacele City Council

Local co -financing (in €): 8.796

ERDF contribution (in €): 35.184

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Radu Florea Nistor

Position of the signatory person: Mayor of Sacele

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 8. Statutory City of Kladno

Local co-financing (in €): 8.504

ERDF contribution (in €): 34.016

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Ing. Dan Jiránek

Position of the signatory person: Mayor of Kladno

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Partner 9. Guimaraes City Council

Local co-financing (in €): 8.700

ERDF contribution (in €): 34.800

Norwegian or Swiss national contribution (in €)

Signature :

Name of the signatory person: Mr. Antonio Magalhaes

Position of the signatory person: Mayo r of Guimaraes

Date:

[STAMP OF PARTNER'S
INSTITUTION]

Annex 1. Financial management system procedures, reporting and deadlines

Activity	Responsible * LP- Lead Partner PP- Project Partner	Deadlines
Phase I. Project development. 21 April-21 October 2008		
Provide information on expenditure	PP and LP	20 Oct.'08
Send information on project activities development to LP	PP	20 Oct.'08
Insert expenditure information on PRESAGE	PP and LP	21 Nov'08
Validation of expenditure	LP	5 Dec'08
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	15 Dec'08
Send certificates of expenditures to LP	PP	21 Dec'08
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	10 Jan'09
Finalise the financial and activity progress report	LP	15 Jan'09
Send financial progress report, certificates of expenditure and payment claim to U	LP	21 Jan'09
Send own payment claim to LP	PP	21 March'09
Receive payment of ERDF from URBACT Secretariat	LP	End April'09
Payment of ERDF funding to PP	LP	End May'09
PHASE II. Project Implementation		
Period January-June'09		
Insert expenditure information (subperiod Jan-March) on PRESAGE	PP and LP	15 April'09
Validation of expenditure	LP	30 April'09
Insert expenditure information (subperiod April-June) on PRESAGE	PP and LP	25 July'09
Send information on project activities development to LP	PP	25 July'09
Validation of expenditure	LP	30 July'09
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	31 August'09
Send certificates of expenditures to LP	PP	5 Sept'09
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	15 Sept'09
Finalise the financial and activity progress report	LP	20 Sept'09
Send financial progress report, certificates of expenditure and payment clame to U	LP	30 Sept'09
Send own payment claim to LP	PP	30 Oct'09
Receive payment of ERDF from URBACT Secretariat	LP	By 30 Dec'09
Payment of ERDF funding to PP	LP	By 30 Jan'10
Period July-December'10		
Insert expenditure information (subperiod July-September) on PRESAGE	PP and LP	15 Oct'09
Validation of expenditure	LP	30 Oct'09
Insert expenditure information (subperiod Oct-Dec) on PRESAGE	PP and LP	30 Jan'10
Send information on project activities development to LP	PP	30 Jan'10
Validation of expenditure	LP	10 Feb'10
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	25 Feb'10
Send certificates of expenditures to LP	PP	28 Feb'10
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	15 March'10
Finalise the financial and activity progress report	LP	25 March'10
Send financial progress report, certificates of expenditure and payment clame to U	LP	31 March'10
Send own payment claim to LP	PP	30 April'10
Receive payment of ERDF from URBACT Secretariat	LP	By 30 June'10 (*)
Payment of ERDF funding to PP	LP	By 30 July'10 (*)

(*) Approximately data,it will depen on when the LP will receive the payment of ERDF from the URBACT Secretariat.

Activity	Responsible * LP- Lead Partner PP- Project Partner	Deadlines
Period January-June'10		
Insert expenditure information (subperiod Jan-March) on PRESAGE	PP and LP	15 April'10
Validation of expenditure	LP	30 April'10
Insert expenditure information (subperiod April-June) on PRESAGE	PP and LP	25 July'10
Send information on project activities development to LP	PP	25 July'10
Validation of expenditure	LP	30 July'10
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	31 August'10
Send certificates of expenditures to LP	PP	5 Sept'10
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	15 Sept'10
Finalise the financial and activity progress report	LP	20 Sept'10
Send financial progress report, certificates of expenditure and payment clame to LP	LP	30 Sept'10
Send own payment claim to LP	PP	30 Oct'10
Receive payment of ERDF from URBACT Secretariat	LP	By Dec'10 (*)
Payment of ERDF funding to PP	LP	By Jan'11 (*)
Period July-December'10		
Insert expenditure information (subperiod July-September) on PRESAGE	PP and LP	15 Oct'10
Validation of expenditure	LP	30 Oct'10
Insert expenditure information (subperiod Oct-Dec) on PRESAGE	PP and LP	30 Jan'11
Send information on project activities development to LP	PP	30 Jan'11
Validation of expenditure	LP	10 Feb'11
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	25 Feb'11
Send certificates of expenditures to LP	PP	28 Feb'11
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	15 March'11
Finalise the financial and activity progress report	LP	25 March'11
Send financial progress report, certificates of expenditure and payment clame to LP	LP	31 March'11
Send own payment claim to LP	PP	30 April'11
Receive payment of ERDF from URBACT Secretariat	LP	By June'11 (*)
Payment of ERDF funding to PP	LP	By July'11 (*)
Period January-April '11- PROJECT CLOSURE		
Insert expenditure information on PRESAGE	PP and LP	30 March'11
Send information on project activities development and final outputs to LP	PP	30 March'11
Validation of expenditure	LP	10 April'11
Certification of expenditure (PP have to prepare all financial support documents and keep them)	Certifying bodies of PP	25 April'11
Send certificates of expenditures to LP	PP	30 April'11
Certification of expenditure LP- if the LP's certifying body requires it will requested to the PP a copy of the financial support documents	Certifying bodies of LP	10 May'11
Finalise the financial and activity progress report	LP	28 May'11
Send financial progress report, certificates of expenditure and payment clame to LP	LP	31 May'11
Send own payment claim to LP	PP	30 June'11
Receive payment of ERDF from URBACT Secretariat	LP	By Sept'11 (*)
Payment of ERDF funding to PP	LP	By Oct'11 (*)

(*) Approximately data,it will depen on when the LP will receive the payment of ERDF from the URBACT Secretariat.

	The URBACT II Programme 2007 - 2013	Audit Trail
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URBACT PROJECT – NET TOPIC

PARTNER SESTO SAN GIOVANNI

Institution	Municipality of Sesto San Giovanni
Responsible Unit / Department	Town planning Department
VAT number	00732210968
Address	p.zza della Resistenza, 20
Postal code	20099
Town	Sesto San Giovanni
Area	Lombardy
Country	Italy
Phone	+39 02 2496 350
Mobile	
Fax	+39 02 2496 460
E-mail	f.delfino@sestosg.net
Responsible person	Ms. Fulvia Delfino
Function	Head of Town planning Department

A) FINANCIAL MANAGEMENT

1) Is the financial management system¹ set up by the project:

- Centralised ☐
Decentralised ☒
Mixed ☐

2) Are the local contributions:

- Transferred by the Partner to the Lead Partner ☐
Spent, accounted and certified by each Partner ☒
Others ☐

¹ For further details see the Programme Manual, fact-sheet 6b, section 7.



B) ENTITIES IN CHARGE OF DIFFERENT FUNCTIONS

Please indicate the body/unit/department responsible for:

1. MANAGING PROJECT

Institution/Department	Municipality of Sesto San Giovanni
	Town planning Department
Responsible person and function	Ms. Fulvia Delfino
	Head of Town planning Department
Telephone	+39 02 2496 350
Fax	+39 02 2496 460
Email	f.delfino@sestosg.net

2. ORDERING PAYMENTS (if different from “managing project”)

Institution/Department	
Responsible person and function	
Telephone	
Fax	
Email	

3. EXECUTING PAYMENTS

Institution/Department	Municipality of Sesto San Giovanni
	Accounting Department
Responsible person and function	Ms. Flavia Orsetti
	Head of Accounting Department
Telephone	02 2496 291
Fax	
Email	f.orsetti@sestosg.net



4. CERTIFYING THE DECLARED EXPENDITURE (CERTIFYING BODY)

Institution/Department	Municipality of Sesto San Giovanni
	Accounting Department
Responsible person and function (designated by the Member State)	Ms. Flavia Orsetti
	Head of Accounting Department
Telephone	02 2496 291
Fax	
Email	f.orsetti@sestosg.net

5. ARCHIVING THE DOCUMENTS (retaining all files, documents and data about the project on customary data storage media in a safe and orderly manner at least until 31 December 2020²)

Institution/Department	Municipality of Sesto San Giovanni
	Town planning Department
Responsible person and function	Ms. Fulvia Delfino
	Head of Town planning Department
Telephone	+39 02 2496 350
Fax	+39 02 2496 460
Email	f.delfino@sestosg.net

C) VAT (to be filled in only in the case that the partner spends and declares some expenditure)

Does the partner declare the expenditure including the VAT?

YES ☐

NO ☐

Is the VAT recoverable by the partner?

YES ☐

NO ☐

² All partners must keep all invoices and proof of payments until 31 December 2020. Supporting documents are also needed such as timesheets for part-time staff and calculations of overhead costs. Additional information on supporting documents for the accounted and certified expenditure are available in chapter 4 of fact-sheet 6b of the Programme manual.



Please add some explanations if necessary:

D) SINGATURE

Partner's responsible person (name in capital letters):

FULVIA DELFINO

Function:

Head of Town planning Department

Signature:

Date and place:

Sesto San Giovanni, 14 October 2008

