



COMUNE DI GENOVA

DELIBERAZIONE ADOTTATA DALLA GIUNTA COMUNALE
NELLA SEDUTA DEL 01/12/2017

Presiede: Il Vice Sindaco Balleari Stefano
Assiste: Il Segretario Generale Uguccioni Luca

Al momento della deliberazione risultano presenti (P) ed assenti (A) i Signori:

1	Bucci Marco	Sindaco	A
2	Balleari Stefano	Vice Sindaco	P
3	Bordilli Paola	Assessore	P
4	Campora Matteo	Assessore	P
5	Cenci Simonetta	Assessore	A
6	Fanghella Paolo	Assessore	P
7	Fassio Francesca	Assessore	P
8	Garassino Stefano	Assessore	P
9	Piciocchi Pietro	Assessore	P
10	Serafini Elisa	Assessore	A
11	Vinacci Giancarlo	Assessore	A
12	Viscogliosi Arianna	Assessore	A

DGC-2017-286 APPROVAZIONE DELLO SCHEMA DI CONTRATTO ELENA (EUROPEAN LOCAL ENERGY ASSISTENCE) TRA IL COMUNE DI GENOVA E LA BEI PER L'OTTENIMENTO DI UN CONTRIBUTO FINANZIARIO DA FONDI EUROPEI VOLTO ALL'IMPLEMENTAZIONE DEL SERVIZIO DI SVILUPPO PROGETTUALE DENOMINATO GEN-IUS, (GENOVA – INNOVATIVE URBAN SUSTAINABILITY).

Su proposta del Sindaco Marco Bucci, di concerto con l'Assessore all'Ambiente e Rifiuti, Servizi civici e Informatica Matteo Campora

Premesso che:

- l'Unione Europea nel 2007 ha approvato il documento "Energia per un mondo che cambia" avente come obiettivo al 2020 la riduzione del 20% delle emissioni di gas serra, di migliorare l'efficienza energetica e di aumentare la produzione di energia da fonti rinnovabili;
- all'interno dell'EIE l'Unione Europea ha istituito il "Patto dei sindaci" al fine di incoraggiare i comuni nel raggiungimento degli obiettivi fissati per il 2020 attraverso la stesura dei Piani di Azione degli interventi da realizzare al fine di abbattere le emissioni di CO₂ (SEAP, *Sustainable Energy Action Plan*);
- il Comune di Genova con Deliberazione di Giunta Comunale n. 12 del 28/01/2009 ha approvato l'adesione al "Patto dei Sindaci" per il raggiungimento degli obiettivi fissati per il 2020 e con Deliberazione di Giunta Comunale n. 281 del 05/08/2010 ha approvato il Piano d'Azione per l'Energia Sostenibile, (i.e.: SEAP), che prevede una serie di azioni per il raggiungimento di tali obiettivi;
- la Commissione Europea e la BEI (Banca Europea degli Investimenti) hanno istituito il Programma ELENA (*European Local ENergy Assistance*), finanziato nell'ambito del Programma Quadro Comunitario CIP (*Competitiveness and Innovation Framework Programme*), Programma IEE – *Intelligent Energy Europe* (Decisione 1639/2006/CE che istituisce un programma quadro per la competitività e l'innovazione – 2007/2013) – approvato il 15 dicembre 2009;
- il Programma ELENA ha come principale obiettivo lo sviluppo dell'energia sostenibile fornendo assistenza alle amministrazioni locali per lo sviluppo di programmi di investimento in questo settore ed è finalizzato ad aiutare gli enti locali ad investire nei settori delle infrastrutture strategiche mediante l'utilizzo di un nuovo strumento finanziario dedicato all'impiego in materia di efficienza energetica, energie rinnovabili e trasporto sostenibile;
- il programma prevede l'individuazione tramite gara delle società di servizi energetici (c.d. E.S.-Co., Energy Service Company), per l'affidamento in concessione dell'esecuzione di interventi di efficientamento energetico, inclusi i servizi di progettazione, realizzazione, conduzione e manutenzione, messa in sicurezza e adeguamento normativo degli impianti;
- il contributo previsto dal programma è finalizzato alla copertura fino al 90%, da co-finanziarsi da parte delle Amministrazioni per il restante 10%, delle spese tecniche necessarie per l'elaborazione dei progetti di investimento necessari all'indizione di una gara per l'individuazione di una ESCO e la successiva stipula di un contratto di prestazione energetica (EPC, *Energy Performance Contract*);
- Il Comune di Genova con deliberazione di Giunta Comunale n. 81 del 17/04/2014 aveva già deliberato l'adesione al Programma ELENA valutando positivamente tale opportunità.

Premesso inoltre che:

- il Comune di Genova ha ritenuto opportuno predisporre un progetto per la partecipazione al Programma ELENA solo dopo aver valutato la possibilità di includere nella proposta complessiva di finanziamento da presentare alla Banca Europea degli Investimenti (BEI) anche interventi che ricadano in altri 26 Comuni dell'area metropolitana, unitamente ad interventi individuati e comunicati dalla Città Metropolitana di Genova e dalle Società partecipate dal Comune quali SPIM, Fondazione Palazzo Ducale, e Genova Porto Antico, al fine di sviluppare una "massa critica" di interventi che nel suo complesso risulti possedere i caratteri di bancabilità necessari per attirare gli investimenti dalla Banca Europea degli Investimenti BEI;
- il Comune di Genova con deliberazione di Giunta Comunale n. 241 del 15/09/2016 ha approvato lo schema di protocollo operativo tra la Città Metropolitana di Genova e il Comune di Genova, successivamente siglato, per la partecipazione al Programma comunitario ELENA nel quale sono stati definiti i rispettivi ruoli e funzioni nel seguente modo:
 - il Comune di Genova quale capofila per la presentazione della proposta alla Banca Europea degli Investimenti (BEI);
 - la Città Metropolitana di Genova, già coordinatore territoriale del patto dei Sindaci sul territorio dell'omonima ex provincia, con il ruolo di coordinamento degli altri Comuni aderenti (escluso il Comune capoluogo) nelle attività necessarie e prodromiche alla presentazione della proposta di interventi per la partecipazione al sopra citato programma comunitari
- i 26 comuni dell'Area Metropolitana di Avegno, Bargagli, Bogliasco, Busalla, Camogli, Carasco, Casarza, Cogorno, Coreglia, Davagna, Fontanigorda, Isola del Cantone, Montebruno, Montoggio, Pieve Ligure, Recco, Ronco Scrivia, Savignone, Serra Riccò, Sori, Valbrevenna, Mele, Campoligure, Rossiglione, Masone, Vobbia, la Città Metropolitana e le Società Partecipate del Comune di Genova hanno deliberato la partecipazione al programma Elena delegando il Comune di Genova alla presentazione della proposta, allo svolgimento delle attività necessarie alla partecipazione ed alla trattazione con la BEI impegnandosi da parte loro a garantire al massima collaborazione ed a mantenere inalterate le destinazioni d'uso degli immobili interessati dalla proposta;

Dato atto che:

- a seguito di tali deleghe la Struttura di Staff - Energy Manager, con il supporto tecnico di IRE Liguria S.P.A., e la collaborazione con la Direzione Rapporti con Città Metropolitana, ha coordinato un ampio gruppo di lavoro inter-istituzionale beneficiando delle competenze tecnico-gestionali dell'Area Edilizia e Servizi Informativi della Città Metropolitana di Genova per la predisposizione di una proposta d'investimento da presentare alla BEI denominata GEN-IUS (*GENOVA – Innovative Urban Sustainability*);
- la proposta d'investimento GEN-IUS, di cui edifici ed interventi a titolarità del Comune di Genova sono riportati nella tabella allegata in quanto parte integrante del presente provvedimento, comprende la riqualificazione energetica totale di 251 edifici pubblici (isolamento e riscaldamento) con anche l'efficientamento dell'illuminazione interna integrata ad elementi di domoti-

ca, l'efficientamento di circa 18500 impianti di pubblica illuminazione, e la creazione di 2 distretti energetici a Genova per un importo totale di investimento pari ad € 39.198.746,48;

- tale proposta di investimento è stata inviata alla BEI per verificarne la bancabilità e la BEI con nota prot. 307840 del 08/09/2017 ha comunicato di aver valutato positivamente la proposta inviata e di concedere il finanziamento fino ad un massimo di € 1.297.575,00 per assistenza tecnica allo sviluppo progettuale della proposta d'investimento "GEN-IUS";
- successivamente con prot. 404487 del 24/11/2017 la BEI ha inviato la copia dello schema di contratto che riporta i contenuti della proposta di investimento "GEN-IUS" che si allega quale parte integrante e sostanziale del presente provvedimento;
- ai sensi dell'art. II.8.4 "*Effects of termination*" del suddetto contratto, la BEI potrebbe chiedere al Comune di Genova, capofila, la restituzione parziale o intera del finanziamento ELENA, nel caso di risoluzione anticipata per inadempimenti del contratto;
- negli strumenti previsionali e programmatici 2017/2019 approvati con D.C.C. n. 48 del 02/05/2017 sono già inserite le poste contabili, compresa la quota del 10% di co-finanziamento, necessaria che verrà regolarizzata con apposito provvedimento a seguito della stipula del contratto;

Visti:

- il Decreto Legislativo 18 agosto 2000, n. 267 "Testo unico delle leggi sull'ordinamento degli enti locali" e ss. mm. e ii.;
- lo Statuto del Comune di Genova, approvato con deliberazione del Consiglio comunale n. 72 del 12 giugno 2000 e ss. mm. e ii.;
- gli allegati pareri in ordine alla regolarità tecnica e contabile del presente provvedimento espressi rispettivamente dal Responsabile del Servizio competente e dal Responsabile di Ragioneria, nonché l'attestazione sottoscritta dal Responsabile del Servizio Finanziario;

Acquisito il visto di conformità del Segretario Generale ai sensi dell'articolo 97, comma 2, del Dlgs. 267/2000 e ss. mm. e ii.;

La Giunta, previa regolare votazione, all'unanimità
D E L I B E R A

1. di approvare lo schema di contratto tra il Comune di Genova e la BEI, allegato quale parte integrante e sostanziale del presente provvedimento, per l'ottenimento del finanziamento ELENA fino ad un massimo di € 1.297.575,00 per assistenza tecnica allo sviluppo proget-

tuale della proposta d'investimento "GEN-IUS", che prevede l'adesione oltre che del Comune di Genova come capofila e sue società partecipate (i.e.: Spim, Fondazione Palazzo Ducale, e Genova Porto Antico), della Città Metropolitana di Genova e dei Comuni di Avegno, Bargagli, Bogliasco, Busalla, Camogli, Carasco, Casarza, Cogorno, Coreglia, Davagna, Fontanigorda, Isola del Cantone, Montebruno, Montoggio, Pieve Ligure, Recco, Ronco Scrivia, Savignone, Serra Riccò, Sori, Valbrenna, Mele, Campoligure, Rossiglione, Masone, Vobbia.

2. di approvare, ai fine della stipula del contratto, l'elenco degli interventi a titolarità del Comune di Genova presentati all'interno della proposta di investimento GEN-IUS, ritenuti bancabili dalla BEI e riportati nella tabella allegata in quanto parte integrante del presente provvedimento, tenuto conto che tale elenco di interventi dovrà essere debitamente interfacciato con gli strumenti di programmazione del Comune di Genova e limitamente alla possibilità di apportare variazioni che non alterino l'estensione e la natura della massa critica d'investimento ritenuta bancabile dalla BEI e in ogni caso non inferiore a 20 volte l'importo del finanziamento ottenuto dalla BEI, (e.g.: al massimo € 25.951.500,00), secondo quanto stabilito all'art. I.4.3 del contratto, pena la risoluzione anticipata dello stesso;

3. di dare mandato al dirigente della Struttura di Staff – Energy Manager di sottoscrivere il contratto in oggetto con la BEI e, conseguentemente, di sviluppare le azioni indicate all'interno della proposta GEN-IUS necessarie per l'elaborazione dei progetti di efficienza energetica propedeutici all'indizione di gare per l'individuazione di E.S.Co. a cui affidare l'esecuzione di contratti di prestazione energetica, (EPC, *Energy Performance Contract*);

4. di dare mandato agli uffici comunali di contribuire per quanto di loro competenza allo sviluppo progettuale della proposta GEN-IUS, in collaborazione con la Struttura di Staff – Energy Manager, ed ad ogni successivo adempimento che si rendesse necessario sulla base del coordinamento della stessa Struttura di Staff;

5. di demandare a successivo provvedimento tutti gli adempimenti contabili necessari a seguito della stipula del contratto;

6. di dichiarare immediatamente eseguibile il presente provvedimento ai sensi dell'art. 134, comma 4 del D.lgs. n. 267 del 18.08.2000.

Attesa l'urgenza di provvedere la Giunta, previa regolare votazione, all'unanimità dichiara immediatamente eseguibile il presente provvedimento ai sensi dell'art. 134 - comma 4 - del T.U. D.Lgs. 18 agosto 2000 n. 267.

Il Vice Sindaco
Stefano Balleari

Il Segretario Generale
Luca Uguccioni



COMUNE DI GENOVA

CODICE UFFICIO: 270 2 0

Proposta di Deliberazione N. 2017-DL-408 DEL 28/11/2017

OGGETTO: APPROVAZIONE DELLO SCHEMA DI CONTRATTO ELENA (EUROPEAN LOCAL ENERGY ASSISTENCE) TRA IL COMUNE DI GENOVA E LA BEI PER L'OTTENIMENTO DI UN CONTRIBUTO FINANZIARIO DA FONDI EUROPEI VOLTO ALL'IMPLEMENTAZIONE DEL SERVIZIO DI SVILUPPO PROGETTUALE DENOMINATO GEN-IUS, (GENOVA – INNOVATIVE URBAN SUSTAINABILITY).

ELENCO ALLEGATI PARTE INTEGRANTE

- Table of interventions and investment cost
- Contract for funding of project development services between European Investment Bank and Comune di Genova – Municipality of Genoa - contract number: Elena-2016-076

Il Dirigente
Ing. Ph.D. Calandrino Diego

Table of Interventions and Investment cost

Leverage factor: 27,19

Eligible Cost: € 1.441.750

90% Contribute ELENA: € 1.297.575

10% di Cofinanziamento Pubblico € 144.175

RowN.	Partner/Owner	Loacation/Comune	Asset	Wall insulation	Roof insulation	Windows	HVAC	Lighting	Boiler	System control	Solar thermal	Distretti Energetici	illumi. Pubblica	n° punti luce da sostituire	Investimento Totale per Partner	% Investimento Totale	Cofinanziamen to per Partner
114	Comune di Genova	Genova	Kindergarten"Bagicalupo"-PrimarySchool"Cantore"		✓			✓	✓	✓					€ 16.198.766	41,3%	€ 59.580
115	Comune di Genova	Genova	KindergartenandPrimarySchool"Montanella"	✓				✓	✓	✓							
116	Comune di Genova	Genova	Nursery"Cantaegua"-Kindergarten"Mimosa"-PrimarySchool"Andersen"-JuniorHighSchool"Locarno"	✓				✓	✓	✓							
117	Comune di Genova	Genova	Kindergarten"Cadivventura"-PrimarySchool"Santullo"-JuniorHighSchool"Morassana"	✓				✓	✓	✓							
118	Comune di Genova	Genova	JuniorHighSchool"DonMilani"		✓			✓	✓	✓							
119	Comune di Genova	Genova	PrimarySchool"Gianelli"					✓	✓	✓							
120	Comune di Genova	Genova	PrimarySchool"Palli"-JuniorHighSchool"Strozzi"	✓	✓		✓	✓	✓	✓							
121	Comune di Genova	Genova	PrimarySchool"Taviani"-JuniorHighSchool"Novaro"	✓				✓	✓	✓							
122	Comune di Genova	Genova	Kindergarten"SanFruttuoso"andMunicipaloffices					✓	✓	✓							
123	Comune di Genova	Genova	Civiccentre		✓			✓	✓	✓							
124	Comune di Genova	Genova	MunicipalofficesViaReta		✓			✓	✓	✓							
125	Comune di Genova	Genova	PrimarySchool"Pascoli"-JuniorHighSchool"Rizzo"-MunicipalDelegation"Vespertine"					✓	✓	✓							
126	Comune di Genova	Genova	MunicipalofficesPiazzaNievo					✓	✓	✓							
127	Comune di Genova	Genova	Kindergarten"Nemo"	✓		✓		✓	✓	✓							
128	Comune di Genova	Genova	Library"Berio"		✓			✓	✓								
129	Comune di Genova	Genova	Museum "MuMa"			✓	✓	✓									
130	Comune di Genova	Genova	Kindergartenstatale/PrimarySchool"Solari"-Nursery"Rondine"	✓	✓			✓	✓	✓							
131	Comune di Genova	Genova	PrimarySchool"Perasso"						✓	✓							
132	Comune di Genova	Genova	JuniorHighSchool"Montaldo"-AnnexesLomellini	✓					✓	✓							
133	Comune di Genova	Genova	PrimarySchool"Mameli"-Kindergarten"ScuolaHandicap"	✓	✓			✓	✓	✓							
134	Comune di Genova	Genova	Kindergarten,PrimarySchoolandJuniorHighSchool"Garibaldi"					✓	✓	✓							
135	Comune di Genova	Genova	Kindergarten"Ferraris"-PrimarySchool"PapaGiovanniXXIII"-JuniorHighSchool"Cantore.Lomellini"		✓			✓	✓	✓							
136	Comune di Genova	Genova	Kindergarten"JeanPiaget"-PrimarySchool"Ferrero"					✓	✓	✓							
137	Comune di Genova	Genova	JuniorHighSchool"DONORENGO"(+Swimmingpool)	✓	✓	✓		✓	✓	✓							
138	Comune di Genova	Genova	Kindergarten"S.Gottardo"-JuniorHighSchool"DaPassano"	✓	✓			✓	✓	✓							
139	Comune di Genova	Genova	Kindergarten"Fantasia"-PrimarySchool"Gallino"		✓			✓	✓	✓							
140	Comune di Genova	Genova	Kindergarten"Alicenelpaesedellemeraviglie"-PrimarySchool"Marconi"		✓				✓	✓							
141	Comune di Genova	Genova	PrimarySchool"Morante"					✓	✓	✓							
142	Comune di Genova	Genova	Library"Benzi"	✓				✓	✓	✓							
143	Comune di Genova	Genova	Theatre"Cargo"					✓									
144	Comune di Genova	Genova	Museum "VillaCroce"		✓		✓	✓									
145	Comune di Genova	Genova	Library"Cervetto"				✓	✓									

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Genova	Kindergarten"S.Eusebio"-PrimarySchool"S.Eusebio"					✓		
Genova	JuniorHighSchool"SanFruttuoso"					✓		
Genova	Kindergarten"Rodari"					✓		
Genova	Nursery"lIGirasole"-Kindergarten"Romagnosi"					✓		
Genova	Kindergarten"ViaSomma"-PrimarySchool"Manfredi"					✓		
Genova	PrimarySchool"Prato"					✓		
Genova	Kindergarten"Coccinella"					✓		
Genova	JuniorHighSchool"Durazzo"					✓		
Genova	Nursery"Filastrocca"-Kindergarten"Scribanti"					✓		
Genova	PrimarySchool"Giosue"Borsi"					✓		
Genova	Kindergarten"QuartiereCamoscio"					✓		
Genova	KindergartenComunale"Glicine"-PrimarySchool"Ball"					✓		
Genova	Kindergarten"Aurora"					✓		
Genova	Kindergarten"Ginestrato"-PrimarySchool"Fontanarossa"					✓		
Genova	Kindergarten"Priaruggia"-PrimarySchool"D'Eramo"					✓		
Genova	KindergartenStatale"MaryPoppins"-PrimarySchool"AnnaFrank"					✓		
Genova	KindergartenStatale"Girasole"					✓		
Genova	Kindergarten"VillaLetizia"					✓		
Genova	JuniorHighSchool"A. Ansaldo"					✓		
Genova	Kindergarten"V. Fabrizi"-PrimarySchool"Fabrizi"					✓		
Genova	PrimarySchool"D'albertis"					✓		
Genova	Kindergarten/PrimarySchool"Fabbriche"					✓		
Genova	Kindergarten"XVIIgugno44"					✓		
Genova	PrimarySchool"Carducci"					✓		
Genova	Nursery"Smeraldo"					✓		
Genova	Nursery/Kindergarten"VillaStalder"					✓		
Genova	PrimarySchool"Foglietta"-Annexes					✓		
Genova	PrimarySchool"Thouar"					✓		
Genova	JuniorHighSchool"Assarotti": VillaRatto					✓		
Genova	PrimarySchool"Paganini"					✓		
Genova	Kindergarten/PrimarySchool"Pezzani"					✓		
Genova	JuniorHighSchool"Centurione"					✓		
Genova	Kindergarten"VillaParodi"					✓		
Genova	Kindergarten"T. Quaglia"					✓		
Genova	Kindergarten"Cantina"-PrimarySchool"AldoMoro"					✓		
Genova	Kindergarten"ViaSant'Elia"					✓		
Genova	PrimarySchool"S. GiovanniBattista"					✓		
Genova	Nursery"Veliero"					✓		
Genova	Nursery"Gabbiano"					✓		
Genova	Kindergarten"Lanterna"					✓		
Genova	Kindergarten"LePratoline"					✓		
Genova	PrimarySchool"VillaBanfi"					✓		
Genova	PrimarySchool"AdaNegri"(ExVillaRosa)					✓		
Genova	Kindergarten"VialeModugno18"-PrimarySchool"AdaNegri"					✓		
Genova	JuniorHighSchool"Alessi-Rizzo"					✓		

275	Comune di Genova	Genova	Kindergarten/PrimarySchool"DonBosco"-JuniorHighSchool"Voltri-Gramsci"						√						
276	Comune di Genova	Genova	Energy-District "DeFerrari"									√			
277	Comune di Genova	Genova	Energy-District "Voltri"									√			

	N° Asset	N° DE	N° PtL			
TOTALE GEN-IUS COMUNE DI GENOVA	164	2	0	€ 16.198.766	100%	€ 59.580
TOTALE GEN-IUS	277	2	18468	€ 39.198.746	100%	€ 144.175



COMUNE DI GENOVA

**CONTRACT
FOR FUNDING OF
PROJECT DEVELOPMENT SERVICES
between**

EUROPEAN INVESTMENT BANK

and

COMUNE DI GENOVA – MUNICIPALITY OF GENOA

CONTRACT NUMBER: ELENA-2016-076

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Definitions used in ELENA contracts between the Bank and Final Beneficiaries

Covenant of Mayors Initiative	means the initiative launched by the European Commission on 29 January 2008, under which the signatory cities have formally committed themselves to going beyond the objectives of the "20-20-20" Initiative in terms of reducing their CO ₂ emissions through energy demand and renewable energy actions;
ELENA Facility	European Local Energy Assistance Facility, set up by the European Commission and the European Investment Bank (EIB) under the Sustainable Energy Financing Initiative;
Eligible Costs	means the costs of external experts contracted by the EIB or the Final Beneficiary, or additional staff hired by the Final Beneficiary (e.g. to set up project implementation units), to provide Project Development Services to help prepare, implement and finance the Investment Programme;
Final Beneficiary	means both public and private project promoters that benefit from Project Development Services under the ELENA Facility;
Horizon 2020	means "Horizon 2020 the Framework Programme for Research and Innovation (2014-2020)", established by Regulation (EU) No 1291/2013 of the European Parliament and of the Council;
Investment Programme	means an eligible investment project or a group of projects. The Investment Programme or part of it can be implemented through other entities than the Final Beneficiary;
Leverage Factor	means the ratio between the total investment costs of the Investment Programme supported and the total ELENA resources attributed to the Project Development Services;
Participating Countries	means EU member states or Horizon 2020 Associated Countries;
Project Development Services (PDS)	means technical assistance requested by the Final Beneficiary to help prepare, implement and finance an eligible Investment Programme and implement the operational objectives of Horizon 2020;
"20-20-20" Initiative	means the European Union initiative which aims at reducing greenhouse gas emissions by at least 20%, increasing the share of renewables in energy consumption to at least 20% and improving energy efficiency by at least 20%, all by 2020.

CONTRACT FOR FUNDING OF PROJECT DEVELOPMENT SERVICES

CONTRACT NUMBER: ELENA-2016-076

relating to the implementation of Project Development Services entitled GENova - Innovative Urban Sustainability ("GEN-IUS"), in the framework of the ELENA Facility (the "Contract"). (This financing benefits from a grant under the Horizon 2020 Programme).

The **European Investment Bank (EIB)** (hereinafter referred to as "the Bank"), established at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg, represented for the purposes of signature of this agreement by Mr François Trévoux, Director, and Ms Sonja Malkki, Head of Division,

on one part, and

Comune di Genova – Municipality of Genoa, 9 Via Garibaldi, I-16124 Genoa, Italy, (hereinafter referred to as "the Final Beneficiary"), represented for the purposes of signature of this contract by Mr Diego Calandrino, Head of Energy Management Department.

on the other part

HAVE AGREED

The Special Terms and the General Terms below, and the following Annexes:

Annex I	Description of the Project Development Services and the planned Investment Programme
Annex II	Estimated budget of the Project Development Services
Annex III	Eligibility rules for the Project Development Services and the planned Investment Programme
Annex IV	Technical implementation reports and financial statements
Annex V	Fiche for requesting ex-ante Bank comments on the terms of reference (ToRs) of large sub-contracts
Annex VI	Reference to ELENA - Horizon 2020 funding and legal disclaimer
Annex VII	ELENA PDS Factsheet
Annex VIII	EIB Guide to Procurement

In the event of discrepancies, inconsistencies and/or conflict between the terms of this Contract, the documents shall prevail in the following order:

- the Special Terms
- the General Terms
- Annex I
- Other Annexes

I — SPECIAL TERMS

ARTICLE I.1 — PURPOSE

I.1.1. The Bank has decided to award funding for the Project Development Services entitled “GENova - Innovative Urban Sustainability” under the terms and conditions set out in the Special Terms, the General Terms and the Annexes to the Contract.

I.1.2. The Final Beneficiary accepts the Contract and undertakes to do everything in its power to carry out the work programme defined for the Project Development Services as described in Annex I, acting under its own responsibility.

ARTICLE I.2 — DURATION

The Contract shall enter into force on the first day of the next month following its signature by the parties and shall remain in full force and effect for 3 (three) years, unless terminated earlier in accordance with Article II.8.

ARTICLE I.3 — ROLE OF THE FINAL BENEFICIARY

The Final Beneficiary shall ‘inter alia’:

- (a) ensure that the Project Development Services are implemented in accordance with the Contract;
- (b) be responsible for supplying all documents and information to the Bank which may be required under the Contract, in particular in relation to the payment requests;
- (c) inform the Bank of transfers of budget, as provided in Article II.9.3;
- (d) establish the payment requests, detailing the estimated budget of Project Development Services as foreseen in Annex II, and the actual costs incurred.

ARTICLE I.4 — FINANCING THE PROJECT DEVELOPMENT SERVICES

I.4.1. The total Eligible Costs are estimated at EUR 1 441 750 (one million, four hundred and forty one thousand, seven hundred and fifty Euros), as shown in the estimated budget of Project Development Services in Annex II.

I.4.2. The Bank shall contribute a maximum 90% of the total Eligible Costs indicated in Article I.4.1, with a maximum of EUR 1 297 575 (one million, two hundred and ninety seven thousand, five hundred and seventy five euros).

I.4.3. The amount of the Investment Programme as defined under Article I.4.4 to be prepared under the Project Development Services supported by this agreement must represent at least 20 times the amount of the total contribution by the Bank as defined under Article I.4.2 (Leverage Factor).

I.4.4 The amount of the Investment Programme corresponds to the sum of:

- (a) the investment occurred during the contract period which has been directly supported by the Project Development Services under this agreement; and
- (b) the estimated value of the contract for further investment which has been supported by the Project Development Services under this agreement, as published in the relevant notice relating to the procurement procedure for this investment and in accordance with applicable procurement rules.

To qualify for the inclusion under point I.4.4(b), the related budget must have been fully secured prior to publication and hence the award cannot be made conditional on the availability of budgetary resources. Evidence to that effect must be provided. An eventual cancellation of the tender procedure in accordance with applicable rules for reasons other than the non-availability of budgetary resources shall not affect the inclusion of the estimated value of the contract in the determination of the amount of the Investment Programme as per I.4.4(b).

ARTICLE I.5 — PAYMENT ARRANGEMENTS

The Project Development Services shall be funded in accordance with the following payment provisions:

I.5.1. First pre-financing

Within 45 (forty-five) calendar days from the entry into force of the Contract, a pre-financing payment of EUR 519 030 (five hundred and nineteen thousand, and thirty Euros) representing 40% of the amount specified in Article I.4.2, shall be made to the Final Beneficiary.

I.5.2. Second pre-financing

The Final Beneficiary may request a second pre-financing payment request of 30% of the amount specified in Article I.4.2, which shall be accompanied by the interim report as per Article I.6 below.

Payment shall be made to the Final Beneficiary upon approval by the Bank of the interim report. The Bank shall have 30 (thirty) days to approve or reject the report and to pay the second pre-financing, or to request additional supporting documents or information. The Final Beneficiary shall have 15 (fifteen) calendar days in which to submit additional information or a new report. The payment of the amount of the second pre-financing may be suspended by the Bank in accordance with the procedure in Article II.11.2.

The payment in full of the new pre-financing payment shall be subject to the consumption of at least 70% of the total amount of any earlier pre-financing. Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment. The statement of the beneficiary's outlay shall be produced in support of any request for a new payment.

I.5.3. Payment of the balance

Upon completion of the Project Development Services, the Final Beneficiary may send a payment request of the balance, accompanied by the final implementation report as per Article I.6 below.

The balance of the contractual amount shall be paid to the Final Beneficiary upon approval by the Bank of the final implementation report and after the Bank has checked that the amount of the Investment Programme supported by the ELENA Project Development Services has represented at least 20 times the amount of the Contract as defined under Article I.4.2. If the Leverage Factor, as defined in Article I.4.4., is not respected, the Bank will have the right of recovery of part or all of the grant in accordance with the procedure in Article II.13 of the amounts paid pursuant to Articles I.5.1 and I.5.2.

The Bank shall have 60 (sixty) days to approve or reject the final implementation report and to pay the balance, or to request additional supporting documents or information. The Final Beneficiary shall have 20 (twenty) calendar days in which to submit additional information or a new report.

The payment of the balance may be suspended by the Bank in accordance with the procedure in Article II.11.2.

ARTICLE I.6 — SUBMISSION OF REPORTS AND OTHER DOCUMENTS

I.6.1. In accordance with Annex IV of the Contract, and in the format provided by the Bank, the Final Beneficiary shall submit the following documents:

- (a) an Inception Report - a detailed work programme of the Project Development Services; covering the 3 (three) months after the starting date as specified in Article I.2.
- (b) Bi-annual Progress Reports; every 6 (six) months from the starting date specified in Article I.2 onwards and for the entire duration of the Project Development Services.
- (c) an Interim Report (including financial statements); covering the 18 (eighteen) months after the starting date as specified in Article I.2.
- (d) a Final Implementation Report (including financial statements); 1 (one) month after the closing date of the Project Development Services as specified in Article I.2.

All these documents shall be submitted in English or French, in 1 (one) original and 1 (one) electronic format. Any other deliverable shall be submitted in accordance with Annex I.

I.6.2. The Interim Report, covering the period from month 1 to month 18 shall be submitted within 30 (thirty) calendar days of the end of the reporting period in question.

I.6.3. The Final Implementation Report, covering the whole duration of the Project Development Services, shall be submitted within 30 (thirty) calendar days following the closing date of the Project Development Services specified in Article I.2. The Final Report shall include an audited financial statement on the Project Development Services costs and a reference to the specific eligible components of areas covered by the Project Development Services for the development of the Investment Programme as described in Annex III of the Contract.

I.6.4. Where the Final Beneficiary fails to present any of the required reports and fails to furnish an acceptable written explanation of the reasons why it is unable to comply with this obligation, the Bank may terminate this Contract, refuse to pay any outstanding amount and recover any amounts unduly paid.

I.6.5. The Bank shall review all reports specified in Article I.6.1 above but shall only give formal approval to the interim and final implementation reports.

ARTICLE I.7 — BANK ACCOUNT

Payments shall be made to the Final Beneficiary's bank account or sub-account denominated in Euro, as indicated below:

Name of the bank:	UNICREDIT S.p.A.
Address of the branch:	Via Garibaldi 9 - 16124 Genova
Precise denomination of the account holder:	Comune di Genova
Full account number:	100880807
(including bank codes):	0200801459000100880807
IBAN account code:	IT 08 T 02008 01459 000100880807
BIC code:	UNCRITMM

This account or sub-account must make it possible to identify funds paid by the Bank.

The Final Beneficiary shall inform the Bank in writing without undue delay of any foreseen change of the above bank account details, which would come into force upon return letter of acceptance by the Bank of the new bank account details.

ARTICLE I.8 — GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with this Contract shall be in writing, in English or in French, indicating the number of the Contract and the title of the Project Development Services, and shall be sent to the following addresses:

For the Bank:

European Investment Bank (EIB)
Projects Directorate
Energy Efficiency & Small Scale Energy Projects
Mr Dirk Roos, Head of Division
100, Boulevard Konrad Adenauer
L-2950 Luxembourg

Ordinary mail shall be considered to have been received by the Bank on the date on which it is formally registered by the unit responsible at the Bank referred to above.

For the Final Beneficiary:

Municipality of Genova
Struttura di Staff Energy Manager
Mr Diego Calandrino, Head of Energy Management Department
Via Di Francia 1, 18° piano,
I-16149 Genova

ARTICLE I.9 — LAW APPLICABLE AND COMPETENT COURT

The Project Development Services are governed by the terms of this Contract and by EU law.

Any dispute between the Parties as to the interpretation, application, or performance of this Contract, including its existence, validity or termination, not settled amicably shall be submitted to the jurisdiction of the Court of Justice of the European Union.

II — GENERAL TERMS

PART A — LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 — LIABILITY

II.1.1 The Final Beneficiary shall be responsible for complying with any legal obligations incumbent on it.

II.1.2 The Bank shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the Contract relating to any damage caused during the Project Development Services execution. Consequently, the Bank will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3 Except in cases of *force majeure*, the Final Beneficiary shall make good any damage sustained by the Bank as a result of the execution or faulty execution of the Project Development Services.

II.1.4 The Final Beneficiary shall bear sole liability vis-à-vis third parties, including or damage of any kind sustained by them while the Project Development Services are being carried out.

ARTICLE II.2 — CONFLICT OF INTERESTS

The Final Beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the Project Development Services. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the performance of the Project Development Services must be brought to the attention of the Bank, in writing, without delay. The Final Beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once. The Bank reserves the right to check that the measures taken are appropriate and may demand that the Final Beneficiary take additional measures, if necessary, within a certain time.

ARTICLE II.3 — OWNERSHIP/USE OF THE RESULTS

II.3.1 Unless otherwise stipulated in the Contract, ownership of the results of the Project Development Services, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the Final Beneficiary.

II.3.2 Without prejudice to Article II.3.1 and II.4, the Final Beneficiary grants the Bank the right to make free use of the results of the Project Development Services as it deems fit.

ARTICLE II.4 — CONFIDENTIALITY

The Bank and the Final Beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the contract that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the Project Development Services.

This undertaking shall not however affect any communication of information which is required by a rule of law or by an order of a court having jurisdiction in the matter, which may include communication of information to the European Commission, to the European Anti-Fraud Office (OLAF) and/or to the Court of Auditors.

ARTICLE II.5 — PUBLICITY

II.5.1 Unless the Bank requests otherwise, any communication, report or publication by the Final Beneficiary about the Project Development Services, including at a conference, training programme, seminar or symposia shall indicate that the Project Development Services have received funding from the ELENA facility under the Horizon 2020 Programme. The Final Beneficiary shall ensure in general that suitable publicity is given in order to inform the public of the role of the European Commission in the ELENA facility.

Any communication or publication by the Final Beneficiary in any form and medium shall indicate that sole responsibility lies with the author and that the Bank is not responsible for any use that may be made of the information contained therein.

Annex VI refers to the detailed information on the branding of the Horizon 2020 Programme and the disclaimers that have to be mentioned in all publications, leaflets and other communication media related to Project Development Service supported by the ELENA Facility.

II.5.2 The Final Beneficiary authorises the Bank and/or the European Commission to publish the following information in any form and medium, including via the Internet:

- the Final Beneficiary' names and addresses,
- the subject and purpose of the grant,
- the amount granted and the proportion of the support total costs covered by the funding.

Annex VII - ELENA PDS Factsheet relating to the implementation of Project Development Services entitled "GENova - Innovative Urban Sustainability" will be published on the EIB website.

Upon a reasoned and duly substantiated request by the Final Beneficiary, the Bank may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the Final Beneficiary security or prejudicing their commercial interests.

ARTICLE II.6 — FORCE MAJEURE

II.6.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties control which prevents them from fulfilling any of their obligations under the Contract, that was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.6.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.6.3 The party faced with *force majeure* shall not be held in breach of his obligations under the agreement if he's prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

ARTICLE II.7 — AWARD OF CONTRACTS

II.7.1 If the Final Beneficiary has to conclude sub-contracts in order to carry out the Project Development Services and these sub-contracts constitute Eligible Costs within the budget of the Project Development Services, they shall be awarded according to EIB Guide to Procurement, set out in Annex VIII.

II.7.2 The tasks subcontracted must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II.

II.7.3 The Final Beneficiary shall retain sole responsibility for carrying out the Project Development Services and for compliance with the provisions of the Contract. The Final Beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Bank under the Contract.

II.7.4 The Final Beneficiary must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5 and II.14 of the Contract are also applicable to the subcontractor.

II.7.5 For sub-contracts with a total amount higher than EUR 209 000 (excluding VAT), the Final Beneficiary will be requested to present to the Bank a request for comments on the terms of reference (ToRs) related to the subcontract prior to the launch for tender. The Final Beneficiary shall submit this request in accordance with Annex V of the Contract. The Bank will provide an answer to the request within 15 (fifteen) working days.

II.7.6 Contracts eligible for support under this agreement can only be awarded after entry in force of this agreement.

ARTICLE II.8 — TERMINATION OF THE CONTRACT

II.8.1 Termination of the Contract by the Final Beneficiary

In duly justified cases, the Final Beneficiary may withdraw the Final Beneficiary's request for support and terminate the Contract at any time by giving 60 (sixty) days written notice stating the reasons. Where the stated reasons are acceptable to the Bank, no compensation or indemnity shall be due by the Final Beneficiary. Where no reasons are given or the Bank does not consider the reasons to be acceptable, the Contract shall be deemed to have been terminated improperly and the second subparagraph of Article II.8.4 shall apply.

II.8.2 Termination by the Bank

The Bank may decide to terminate the Contract without any compensation or indemnity being due on its part, in the following circumstances:

- (a) in the event of a change to the Final Beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the Project Development Services substantially or to call into question the decision to award the contract;
- (b) if the Final Beneficiary fails to comply with any of its material obligations under the Contract;
- (c) in the event of *force majeure*, notified in accordance with Article II.6;
- (d) if the Final Beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- (e) if the Final Beneficiary is guilty of misrepresentation or submits information or reports inconsistent with reality to obtain the funds provided for in the Contract;
- (f) if the Final Beneficiary has intentionally or by negligence committed a substantial irregularity in performing the Project Development Services or in the event of fraud, corruption or any other illegal activity on the part of a Final Beneficiary to the detriment of the Bank's financial interests. A substantial irregularity shall consist of any breach to any contractual obligation or any applicable legal or regulatory provision resulting from

an act or an omission on the part of a Final Beneficiary which causes or might cause a reputational damage or financial loss to the Bank;

- (g) if the amount of the Investment Programme to be prepared under ELENA Project Development Services represents less than 20 times the amount of this contract as defined in Article 1.4.2 (Leverage Factor).

II.8.3 Termination procedure

In the cases referred to in points (a), (b) and (d) of Article II.8.2, the Final Beneficiary shall have 30 days from the date of the notification of the Bank's decision to terminate the contract to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the contract.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date on which notification of the Bank's decision to terminate the contract is received.

II.8.4 Effects of termination

In the event of termination of the Contract, payments by the Bank shall be limited to the Eligible Costs actually incurred by the Final Beneficiary up to the date when termination takes effect. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account. The Final Beneficiary shall have 60 (sixty) days from the date when termination of the Contract takes effect to produce a final payment request.

By way of exception, in the event of improper termination of the contract by the Final Beneficiary, or termination by the Bank on the grounds set out in points (e), (f) or (g) of Article II.8.2, the Bank may require the partial or total repayment of sums already paid under the Contract plus in any case an indemnity fee equal to 5% of the allocated maximum grant amount as specified in Article I.4.2.

ARTICLE II.9 — MODIFICATIONS TO THE CONTRACT

II.9.1 Amendments to this Contract shall be made in writing and shall become effective upon execution by both Parties.

II.9.2 The Parties may agree to modify Annex I of this Contract at any time upon written request by one of the Parties, while respecting the eligibility rules stipulated in Annex III.

II.9.3 Changes affecting the budget which entail transfer of cost from one category (direct staff costs or external experts / sub-contracts) to another, and which do not exceed 10% of the total budget may be unilaterally decided by the Final Beneficiary, only once over the contract duration and as long as they are immediately notified to the Bank.

PART B — FINANCIAL PROVISIONS

ARTICLE II.10 — ELIGIBLE COSTS

The following categories of costs are Eligible Costs:

II.10.1 Eligible Costs are costs of external experts contracted by the Final Beneficiary or costs related to additional staff hired by the Beneficiary (direct staff costs), which meet the following criteria:

- they are incurred during the duration of the Project Development Services and the commissioning was signed after the entry into force of the Contract;
- they are necessary for the implementation of the Project Development Services;
- they comply with the requirements of applicable tax and social legislation;
- they are reasonable, justified and comply with the requirements of sound financial management in particular regarding economy and efficiency.

The Final Beneficiary's internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the Project Development Services with the corresponding accounting statements and supporting documents.

Direct staff costs comprise actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the Final Beneficiary's usual policy on remuneration.

Existing staff of the Final Beneficiary or external experts having an ongoing contract with the Final Beneficiary may be assigned, full or part-time, for works related to the Project Development Services described in this Contract, provided that:

- (a) either:
- a new contract is signed in relation with these specific works, or
 - a side letter to an existing employment or service contract is signed. This side letter shall be signed by the staff member or the external expert concerned and by the appropriate Director(s) in charge of employment or service contract signatures, and shall explicitly mention:
 - the time dedicated to the Project Development Services,
 - the expected cost per hour/day/month and
 - the functions and role of the staff member or the external expert concerned.
- (b) the Final Beneficiary ensures that the staff member or external expert concerned records and justifies their working hours using appropriate means of time registration (timesheets, organisation's software, etc.), so as to make possible proper justification of the costs and control of time used.

II.10.2 Eligible Costs arising directly from requirements imposed by the Facility (dissemination of information, specific evaluation of the project, audits, translations, reproduction), including the costs of requested financial guarantees, provided that the corresponding services are purchased in accordance with the applicable rules and procedures adopted by the EIB, taking into account the principles of transparency, proportionality, equal treatment, best value for money, avoidance of conflict of interest and non-discrimination in awarding contracts.

II.10.3 The following costs shall not be considered eligible:

- travel costs;
- costs of equipment;
- exchange losses;
- VAT, unless the Final Beneficiary can show that he is unable to recover it;
- costs declared by the Final Beneficiary and covered by another project or work programme receiving a Community grant;
- excessive or reckless expenditure.

ARTICLE II.11 — GENERAL PROVISIONS ON PAYMENTS

II.11.1 Payments shall be made by the Bank in Euros. If the currency for the cost occurred is not Euro, the conversion into Euro shall be determined using the relevant foreign exchange reference rates published by the European Central Bank (which are based on the daily concertation procedure between central banks within and outside the European System of Central Banks) applicable on the first working day of the month following the period covered by the financial statement concerned.

Payments by the Bank shall be deemed to be effected on the date when they are debited to the Bank's account.

II.11.2 The Bank may suspend the period for payment at any time by notifying the Final Beneficiary that his request for payment cannot be met, either because it does not comply with the provisions of the Contract, or because the appropriate supporting documents have not been produced or because there is a suspicion that some of the expenses in the financial statements are not eligible and additional checks are being conducted.

The Bank may also suspend its payments at any time if a Final Beneficiary is found or presumed to have infringed the provisions of the Contract, in particular in the wake of the audits and checks provided for in Article II.14.

The Bank shall inform the Final Beneficiary of any such suspension by registered letter with advice of delivery or equivalent, setting out the reasons for suspension.

Suspension shall take effect on the date when notice is sent by the Bank. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Bank.

II.11.3 The Final Beneficiary shall have 2 (two) months from the date of notification by the Bank of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.13, or, failing that, from the date on which the payment of the balance was received, to request information in writing on the determination of the final contractual amount, giving reasons for any disagreement. After this time, such requests will no longer be considered. The Bank undertakes to reply in writing within 2 (two) months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the Final Beneficiary's right to appeal against the Bank's decision pursuant to Article I.9. Under the terms of Community legislation in this matter, such appeals must be lodged within 2 (two) months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.12 — DETERMINING THE FINAL CONTRACTUAL AMOUNT

II.12.1 The total amount paid by the Bank may not in any circumstances exceed the maximum amount laid down in Article I.4.2, even if the total actual costs eligible exceed the estimated total Eligible Costs specified in Article I.4.1.

II.12.2 If the actual eligible costs when the Project Development Services end are lower than the estimated total eligible costs pursuant to Article I.4.1, the Bank's contribution shall be limited to the amount obtained by applying the grant percentage specified in Article I.4.2 to the actual Eligible Costs approved by the Bank.

II.12.3 The Final Beneficiary hereby agrees that the final support shall be limited to the amount necessary to balance the receipts and expenditures incurred by the Project Development Services and that it may not in any circumstances produce a profit for them.

II.12.4 Without prejudice to the right to terminate the agreement under Article II.8, if the Project Development Services are not implemented or are implemented poorly, partially or late, the Bank may reduce the support initially provided for in line with the actual implementation of the Project Development Services on the terms laid down in the Contract.

II.12.5 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the Contract, the Bank shall set the amount of the payment of the balance as being the amount still owed to the Final Beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Bank shall issue a recovery order for the surplus.

ARTICLE II.13 — RECOVERY

II.13.1 Where an amount paid by the Bank to the Final Beneficiary is to be recovered under the terms of the Contract, the Final Beneficiary undertakes to repay the Bank the sum in question, on whatever terms and by whatever date it may specify. If the payment has not been made by the due date, the Bank reserves the right to recover directly the amount due from the Final Beneficiary.

II.13.2 If the obligation to repay the amount due is not honoured by the date set by the Bank, the amount due shall bear interest. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Bank receives full payment of the amount owed, inclusive. Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.13.3 If payment has not been made by the due date, sums owed to the Bank may be recovered by offsetting them against any sums owed to the concerned Final Beneficiary after informing him accordingly by registered letter with advice of delivery or equivalent. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Communities, the Bank may recover by offsetting before the due date of the payment. The Final Beneficiary's prior consent shall not be required.

II.13.4 Bank charges occasioned by the recovery of the sums owed to the Bank shall be borne solely by the concerned Final Beneficiary.

ARTICLE II.14 — MONITORING, CONTROLS AND AUDITS

II.14.1 The Final Beneficiary undertakes to provide any detailed information requested by the Bank to check that the Project Development Services and the provisions of the Contract are being properly implemented.

II.14.2 The Final Beneficiary shall provide the Bank with an audited financial statement on the Project Development Services costs and on the costs of the eligible components of the Investment Programme, included in the Final Report, in accordance with Article I.6.3. Any audit should be carried out by an accredited auditor.

The audited financial statement on the Project Development costs shall include at least:

- Confirmation that the claimed expenses have actually occurred and the relevant supporting documents, namely invoices for external services or salary slips for staff employed.
- Confirmation that the claimed expenses are linked to the preparation of the Investment Programme supported and are eligible in accordance with this contract (see Article II.10).
- Legal opinion confirming that the applicable procurement procedures, in accordance with Article II.7, have been followed for the award of any sub-contracts to any external service provider(s).

The audited financial statements on the costs of the eligible components of the Investment programme shall include at least:

- Confirmation that the costs have been occurred within the contract duration and the relevant supporting documents, namely invoices.
- Confirmation that only investment costs which have been supported by the Project Development Services under the Contract and are eligible in accordance with this Contract, have been considered as components of the Investment Programme (see article I.4 and Annex I).
- In case of costs claimed according to I.4.4(b) confirmation that these cost have been estimated and described in the relevant procurement notice and that the relevant budget had been secured.

II.14.3 The Investment Programme shall consist of coherent and clearly defined capital investments needed for the realisation of one or several projects to save energy or increase the use of renewable energies or improve the performance of urban mobility. These needs comprise all elements of a permanent nature (whether tangible or intangible) that are necessary for achieving the results that the project is designed to deliver. The total investment cost of a Programme includes studies and engineering, civil works, equipment and installation. In case of leasing contracts the value of the leased assets is considered as investment cost. Financing costs, future operation and maintenance costs or future energy purchase are not considered as investment costs.

II.14.4 The Final Beneficiary shall keep at the Bank's or at the European Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Contract, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of 7 (seven) years from the date of payment of the balance specified in Article I.5.3.

II.14.5 The Final Beneficiary agrees that the European Commission and/or the Bank may carry out audits and controls of the use made of the financial support, either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits and controls may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of 7 (seven) years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Bank and/or the European Commission.

II.14.6 The Final Beneficiary undertakes to allow the Bank's staff and outside personnel authorised by the Bank and/or the European Commission the appropriate right of access to sites and premises where the Project Development Services are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II. 14.7 The European Court of Auditors and the OLAF shall have the same rights as the Bank and the European Commission, notably right of access, as regards controls and audits.

SIGNATURES

The Contract is executed in three counterparts in the English language, each of which represents an authentic original of this document.

European Investment Bank

Date:

.....

François Trévoux
Director

.....

Sonja Malkki
Head of Division

Municipality of Genova

Date:

.....

Diego Calandrino
Head of Energy Management Department

Overview of contract annexes

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Description of the Project Development Services and the planned Investment Programme

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EIB Guide to Procurement

Annex I : Description of the Project Development Services and the planned Investment Programme

1. Location and Beneficiary Details
Location of the Project Development Services [country, region, province etc.]
The Project Development Services and the Investment Programme will be realised predominantly in the Metropolitan City of Genoa, Liguria Region, Italy.
Description of the Final Beneficiary [Local or regional authority, municipality, groupings of them, public body,...]
The beneficiary will be the Municipality of Genoa.
Role of the Final Beneficiary in the Investment Programme to be prepared
The Municipality of Genoa will manage and supervise the whole ELENA Technical Assistance facility on behalf of a group of participating Municipalities (currently there are 26 participating Municipalities within the Metropolitan Area of Genoa). The Municipality of Genoa has a specific mandate already officially approved by each of the participating municipalities.
2. Description of the Project Development Services
Aims and objectives of the Project Development Services and the main justification as to why support is needed [Needs to be addressed in form of e.g. management capacity or studies or legal advice etc.);
The Project Development Services (PDS) financed by ELENA will provide support to the Municipality of Genoa. This support will accelerate the implementation of the energy efficiency plan in the Metropolitan Area of Genoa, which is focusing on buildings and public lighting. The programme has a commitment to innovation through the application of domotics ¹ in the buildings, as a tool for increasing saving, improving users' comfort, and facilitating management and maintenance issues. Most of the foreseen buildings for the implementation of the energy efficiency measures are schools. ELENA TA will also provide support in the preparation of the investments of two small district heating systems for public buildings: one located in the city centre of Genoa, the other located in the far western district of the City, named Voltri. The Municipality of Genoa, through public tenders, will select the ESCOs that will implement the works and deliver the foreseen savings. The tenders will be launched by the Public Procurement Office of the Municipality of Genoa. The ELENA TA will allow the Municipality of Genoa to precisely define the number of tenders and the lots as well as the amount of saving that can be offered immediately to the public entities involved. Currently there are four main tenders foreseen to be prepared and launched: <ul style="list-style-type: none"> • indoor lighting with domotics – related to interventions in the management of the systems in buildings • street lighting • energy efficiency in buildings – related to the interventions in the buildings (e.g.: interventions on the insulation and heating system) • district heating

¹ Domotics is building automation for the home. It involves the control and automation of lighting, heating (such as smart thermostats), ventilation, air conditioning (HVAC), and security, as well as home appliances

Indicative activities included in the Project Development Services (personal costs, external services, etc.) indicating the link between the Project Development Services and the Investment Programme

Estimated total budget for the assistance including a detailed budget breakdown according to activities

The implementation of the investment programme will require specific technical and legal/financial know how to deliver the detailed technical information as well as prepare the tender documentation and to select the ESCOs.

The ELENA Project Development Unit (PDU) team will be composed of three in-house consultants² - a jurist, an engineer and a financing/administrative expert. These in-house consultants will be hired externally. It is expected that the hiring process will take four months, so that these experts will be working full time for the remaining 32 months of the ELENA project at an estimated cost of EUR 322,000 (VAT included).

The ELENA PDU will undertake stakeholder engagement, the technical and business case development and will subcontract external technical, financial and legal services to provide any necessary energy audits and to prepare the procurement and the design of the investments. External subcontractors will provide assistance to the PDU with approximately 1,750 man-days, equal to 3 FTE working for the whole duration of the ELENA project, for an expected cost of EUR 1.1m (VAT Incl.). These external services will include mainly technical, legal and financial experts. The expected daily rates for the external experts vary from EUR 450 – 750 (VAT Excl).

A communication expert will also be subcontracted at an estimated total cost of EUR 20,000.

The link between the technical assistance activities and investment programme is summarised in the following table:

² In-house consultants: experts who deliver external services and are self-employed natural person (not companies), who are paid against an invoice, but who work under the direct supervision of the entity they work for and the work results are owned by that entity

Technical Assistance activity	Investment component being supported	Details of how Technical Assistance activity will support Investment component
Legal and financial services	ALL	Preparation of the tender documents to select the ESCOs, selection procedure support, support to negotiation and contract assignment procedure, preparation of the contracts, and management of any legal controversy that might happen. Support to all involved public entities in legal/procurement issues. The main financial tasks will be the update of energy cost baselines, support to tender documentation with regards to the financial aspects, support to bids evaluation and contract negotiations, support to Municipalities in their budget management in relation to the investment programme, financial monitoring and auditing of the overall process and investment implementation, etc.
Technical: indoor lighting (with domotics)	Indoor lighting and domotics	Updated inventory of indoor lamps and consumption levels, preparation of updated baseline of energy saving potential and of energy efficiency lighting and domotics interventions; assessment of current O&M contracts; update of baselines; technical support to the elaboration of tender documentation; support to bids evaluation procedure, support investment performance monitoring.
Technical: energy efficiency in buildings/district heating	Energy Efficiency in Buildings and District Heating	Technical energy efficiency services: update/elaboration of energy audits and energy saving potential calculation; update of energy efficiency interventions; assessment of current O&M contracts; update baselines; technical support to the elaboration of tender documentation; support to bids evaluation procedure, etc. Technical detail and update of existing DH preliminary studies, preparation of technical tender specifics, tender technical support. Support investment performance monitoring.
Technical: public lighting	Public lighting	Updated inventory of lampposts and consumption levels, preparation of updated baseline of energy saving potential and of energy efficiency lighting interventions; assessment of current O&M contracts; update of baselines; technical support to the elaboration of tender documentation; support to bids evaluation procedure. Support investment performance monitoring.
Indicative implementation timetable for the Project Development Services, indicating the link between the Project Development Services and the Investment Programme [Present the main milestones for the requested assistance and their relation with the Investment Programme, see attached table milestone presentation for measuring leverage factor]		
The ELENA support is planned to be carried out between December 2017 – November 2020 It is expected that the implementation of the Investment Programme supported by the ELENA TA will commence during Summer 2019 and investments will be completed under this assistance in the following 24 months. Main milestones: <ul style="list-style-type: none"> - PDU settled and working: April 2018 - External experts contract start: June 2018 - Public lighting and indoor lighting & domotics tenders launch: December 2018 		

- Buildings retrofitting tender launch: February2019

Description of the existing or planned structure/organisation of the Project Development Services supporting the preparation of the Investment Programme

The Municipality of Genova will install a dedicated governance structure, defining the roles, responsibilities, decision making processes and procedures needed for the efficient and effective functioning of the programme. This management structure is formed by a Project Coordinator (PC), a Steering Committee (SC), and a Project Development Unit (PDU) composed of the ELENA funded team.

Governance structure

Project Coordinator

The Project Coordinator (PC) - Supported by the PDU, he will be responsible for the administrative, financial and organizational management of the programme as a whole and will be the main point of contact with the EIB.

The PC will have as his main responsibilities:

- overall responsibility for the project, ensuring its continuity and consistency and adequate allocation of resources
- timely delivery of foreseen activities and of tenders
- staff coordination
- handling of any conflict within the project which could not be handled at lower level
- monitoring compliances by all parties involved in the project
- risk management
- act as the spokesperson for the project in all interactions
- organizing meetings, proposing decisions and preparing the agenda of the Steering Committee.

Steering Committee

The highest project decision making structure is the Steering Committee (SC), chaired by the Project Coordinator and including representatives from all municipalities, the Metropolitan City and other entities involved in the project. The SC will deal with key decisions such as major work program changes, strategic difficulties (e.g. major delays, changes to the investment programme) or serious conflicts of any kind that might arise. It will also contribute to smoothing the overall investment implementation process by keeping the communication going between the technical work and the strategic political level. The SC will meet on average four times a year. Decisions will be taken with the majority of the votes.

The Steering Committee will be established through a Memorandum of Understanding signed by all involved parties, which will describe rights and duties of each member.

Project Development Unit

A Project Development Unit (PDU) will be set up with the responsibility to act as secretariat for the overall investment programme and for the SC. The PDU will be composed of newly selected in house consultants with the following profiles:

- legal expertise
- technical-engineering expertise
- finance-administrative expertise.

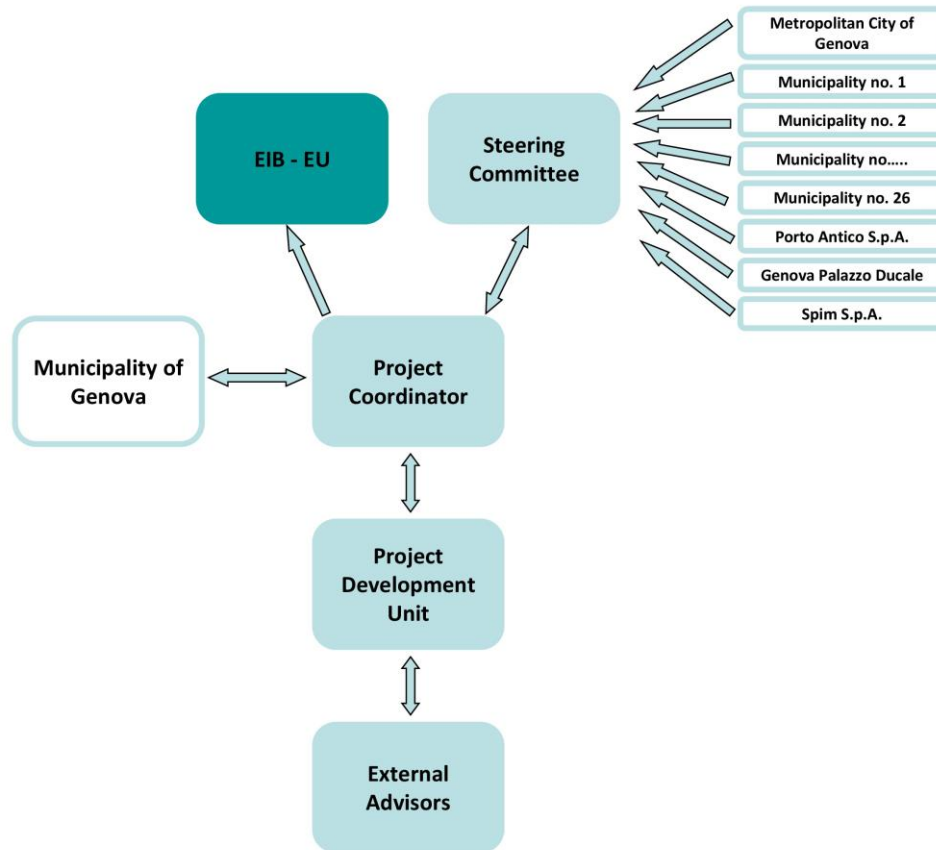
The PDU will be coordinated by the Municipality of Genoa and responds to the PC.

The main tasks of the PDU will be:

- day-to day programme management
- organisation of meetings and communication activities
- keep contacts with the consortium members to get necessary data, permissions, etc.
- coordination of all the technical work delivered by the advisors
- set up a monitoring system for the whole programme
- reporting to the EIB
- identification of the potential technical barriers that may hinder the project's

technical evolution
 - technical risk management
 The PDU is expected to work at Genoa Municipalities premises.

The picture below shows the interaction between the parties and the organisational chart



Applicant’s commitment to facilitate dissemination of experiences and results

The Municipality of Genoa as well as the consortium members are aware of the fact that such a comprehensive investment programme has to be supported by a robust communication activity pursuing the following objectives:

- raising awareness on ELENA and EU funds support system
- facilitate investment programme implementation
- inform on tenders
- inform on project results
- further promote energy policies take-up
- involve companies and local stakeholders
- promote replication.

At project start, a communication plan will thus be prepared by the PDU, taking into consideration the varied target audiences (identified through a preliminary stakeholder analysis), the tailored messages to convey, the media to be used for each communication activity and the timing of each activity.

The following dissemination resources will be used in particular:

- website: a dedicated page on the Municipality of Genoa’s website will be created and maintained, incorporating the elements listed below – the same will happen on the Metropolitan City website;
- press releases: to inform the general public, business, policy makers and other

<p>stakeholders that have a vested interest in the project;</p> <ul style="list-style-type: none"> - workshops and meetings: to disseminate information on the project to key stakeholders and also facilitate the involvement of companies in the investment plan - conferences: the Municipality of Genoa will actively participate in outside conferences and events relevant to the project' activities. This will provide an opportunity to exchange experience and ideas about the all aspects of the project and disseminate project results. <p>In addition, a number of relevant networks of which the Municipality of Genoa and the other consortium members are active members will also be leveraged for communication activities. Among them:</p> <ul style="list-style-type: none"> - Genova Smart City Association: created in 2010 in order to foster the city's transformation process towards becoming a Smart City. The association is chaired by the Mayor of Genova and currently counts over ninety members including institutions; SMEs and large companies, research and academia, banks and the civil society. - ANCI: the association of Italian Municipalities and Provinces, for a total of over 7.000 institutions - The Regional Steering Committee for the implementation of Covenant of Mayors - Covenant of Mayors network - Eurocities network

<p>3. Presentation of Investment Programme</p>
<p>Location of the planned Investment Programme [country, region, province etc.]</p>
<p>The investment programme is located in Italy, Liguria Region, Metropolitan area of Genoa.</p>
<p>Description of the planned Investment Programme [Energy efficiency investments, investments in the production of renewable energy, freight and urban transport, a mix of them,...]</p>
<p>The activities supported by the ELENA GEN-IUS project focus on supporting implementation of an Investment Programme thorough energy efficiency measures in building, the use of renewable energy sources, upgrade of street lighting, adherence to increased energy efficiency and better management of energy demand. The supported investments will be in the four key areas:</p> <ul style="list-style-type: none"> • public buildings: insulation, heating system and indoor lighting (schools, offices, museums, libraries, etc.) for ~250 buildings representing approx. 766 000 m² • domotics: heating system and indoor lighting (same buildings as before) • public street lighting: about 18,500 lampposts (all directly owned by the municipalities) • district heating (one traditional CHP, one wooden biomass fuelled)
<p>Description of the approach to implement the Investment Programme</p>
<p>The Investment Programme will be delivered through third party financing, by means of ESCOs to be selected through public procurement process. The investments will be implemented through the Energy Performance Contracts with guaranteed savings in place. The ESCOs will therefore be in charge of the investment as well as of the O&M issues throughout the EPC contracts.</p> <p>The Municipality of Genoa will ensure that these investments will if necessary be implemented in accordance to the EUROSTAT guidance note concerning the treatment for off balance sheet investments.</p> <p>The ELENA TA will deliver in-depth assessments and calculations of the parameters to be required for the calls for tenders to be able to launch them. The remaining preparatory activities to be performed by the ELENA TA team before the tender launch are:</p>

- for buildings: finalise technical assessment of the buildings and costs/saving potential, assess O&M costs and contracts in place, revise baselines, define technical specifications to be inserted in the calls
- for lighting: finalise lamps inventories, define costs/saving potential, assess O&M costs and contracts in place, revise baselines, define technical specifications for the tenders
- for district heating: finalise the feasibility studies, assess O&M costs and contracts in place, revise baselines, define technical specifications for the tenders

Each tender will be divided in lots that will be defined during the ELENA TA period

Expected results in terms of increase in energy efficiency, decrease in energy consumption, renewable energy production and reduction of greenhouse gas emissions *[estimation requested in absolute annual figures (e.g. MWh or t CO₂eq) before and after implementation of Investment Programme]*

The total estimated contributions are:

- RE generation – Annual total renewable energy generation by 2.25 GWh_{th}
- Energy Efficiency – Annual total savings in the final energy consumption of 20 GWh_{el} and 14.64 GWh_{th}
- CO₂ reductions – Annual total emission reductions of 9,300 t CO₂ eq.

Expected other relevant results
[e.g. in terms of employment, capacity building etc.]

It is expected that the investment programme will generate around 60 direct new FTE.

The planned Investment Programme hopes to bring forward not only energy saving and public budget savings, but also to promote innovation in terms of new methodologies and technologies to be deployed throughout the metropolitan area. Working conditions in public buildings will be improved thanks to the better energy performance of buildings, installed energy management systems and installed domotics.

In addition, the public technical and administrative personnel working in the municipalities and in other involved entities should gain new expertise thanks to the Investment Programme. The qualifications of the workers involved in the implementation of the Investment Programme are also expected to improve as their expertise in new technologies will grow.

Expected overall investment cost
[indicating the share of investment dedicated to energy efficiency and RES in buildings, urban transport, local infrastructure...]

The expected investment is estimated to be EUR 39.2m. The investments per key area can be defined as follows:

Type of investment	Investment Cost [EUR]
Energy Efficiency in buildings including domotics in buildings	24,355,500
Replacement of Boilers	2,280,500
Energy Efficiency in street lighting	10,157,400
Energy Efficiency in District Heating	2,405,250
	39,198,650

Preliminary financing plan for the Investment Programme
<p>The preliminary financing plan identifies one main source for investments funding: ESCOs will finance the investments. The Municipality of Genoa intends to ask the EIB to make available a credit line through a financial intermediary for the sake of this investment programme implementation. The ESCOs would have access to this credit line through the financial intermediary. Such a request by the Municipality will need to go through the usual evaluation and approval procedure of the Bank.</p>
Preliminary implementation timetable for the Investment Programme [start and end-date]
<p>September 2019 – October 2021</p> <p>It is expected that the implementation of the Investment Programme supported by the ELENA TA will commence in September 2019.</p> <p>The achievement after the first year of TA are expected as follows: in depth technical analyses ongoing with 2 tenders ready to be launched</p> <p>After the second year of the TA the achievements expected are: 4 tenders launched and contracts signed representing 100% total investment costs.</p> <p>The total investment programme will be completed in the following 26 months.</p>

4. Overview table: Milestones presentation for measuring leverage factor

Reporting time (end of year)	Estimated budget Project Development Services			Milestones for Investment Programme implementation						Leverage factor
				(indicate here the part of the total Investment Programme which is planned to be launched at the indicated reporting time)						
	Staff costs	External experts / Sub-contracts	Annual Sub-total	Short description of area, technologies concerned ^[1]	Identification of investor ^[2]	Estimated total costs (of energy saving investment measures)	Estimated annual final energy saved for EE projects ^[3]	Estimated annual final energy production by RES ^[4]	Estimated annual reduction of CO ₂ eq	(Estimated total costs) / (0.9 x Annual Sub-total)
	[in EUR]	[in EUR]	[in EUR]			[in EUR]	[in GWh]	[in GWh]	[in t]	
Year 1	-	900,438	900,438	-	-	-	-	-	-	-
Year 2	-	360,656	360,656	EE, DH, Street Lighting	ESCOs	36,790,000	11.48 GWh _{th} and 18.72 GWh _{el}	0.7 GW _{th}	8,055	113
Year 3	-	180,656	180,656	EE, DH, Street Lighting	ESCOs	2,410,000	3.15 GWh _{th} and 1.28 GWh _{el}	1.55 GW _{th}	1,256	15
TOTALS [4]	-	1,441,750	1,441,750	EE, DH, Street Lighting	ESCOs	39,200,000	14.63 GWh _{th} and 20 GWh _{el}	2.25 GW _{th}	9,311	30
Interim report (month 18)	-	1,080,500	1,080,500	EE, DH, Street Lighting	ESCOs	-	-	-	-	-

^[1] Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(ies) / measure(s) implemented

^[2] Indicate the final investor, the one who will order the work to be carried out

^[3] Indicate the main type of energy saved or produced (thermal or electrical)

^[4] Total of estimated budget should be the same as in budget table or in Investment Programme presentation

Annex II : Estimated budget of Project Development Services

ESTIMATED ELIGIBLE COSTS			
Direct staff costs			
Categories of staff to work on the project (e.g. senior expert, expert, junior expert; project assistant, etc.)	Monthly salary (EUR) (A)	Number of work months on project (B)	Direct Staff costs (EUR) (A x B)
1			
2			
3			
4			
5			
6			
Subtotal direct staff costs			
External experts / subcontracts			
Type of activities / support	Description of tasks to be carried out		Total [EUR]
PDU	Jurist	Public Procurement and EPC	122,850
	Engineer	Energy Efficiency project preparation	99,450
	Financing/Accounting Expert	Public Procurement and Financial reporting	99,450
Communication	Communication		20,000
External Advisors	Legal/financial		369,000
	Technical services on energy efficiency and district heating		204,000
	Technical services on public lighting		335,000
	Technical services on indoor lighting and domotics		192,000
Subtotal external experts / subcontracts			1,441,750
Direct staff costs			0
External experts / subcontracts			1,441,750
Estimated TOTAL eligible costs [in EUR]			1,441,750

FUNDING			
Requested funding from ELENA facility [in EUR]; maximum 90%	in%	90.0%	1,297,575
Own funding [in EUR]	in%	10.0%	144,175
Other sources [EUR]	in%	0.0%	0
TOTAL funding [in EUR]			1,441,750

Within the ELENA facility eligible costs are defined as follows:

- costs of external experts contracted by the EIB or the Beneficiary according to the national and EC procurement rules
- additional staff hired by the Final Beneficiary (e.g. to set up project implementation units) to manage and provide Project Development Services. The cost of additional staff assigned to the action should comprise actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.

No other costs are eligible.

Changes between cost categories:

The total budget initially accepted at the start of the project cannot be increased. Overspending must be taken over by the Final Beneficiary.

Annex III : Eligibility rules for the Project Development Services and the planned Investment Programme

The following eligibility criteria will be applied to the Project Development Services, the identified planned Investment Programme and needs to be respected by the Final Beneficiary.

1. Eligibility of areas covered

Project Development Services shall only be provided for the development of Investment Programmes, within the following areas (in line with the Horizon 2020 work programme 2016-2017 for “secure, clean and efficient energy” and “smart green and integrated transport”).

- (a) Energy efficiency and distributed renewable energy. Projects could cover one or more of the following areas:
- public and private buildings, including social housing, and street and traffic lighting, to support increased energy efficiency (refurbishment of buildings aimed at significantly decreasing energy consumption (both heat and electricity) – such as thermal insulation, efficient air conditioning and ventilation, efficient lighting);
 - integration of renewable energy sources (RES) into the built environment – such as solar photovoltaic (PV), solar thermal collectors and biomass;
 - investments into renovating, extending or building new district heating/cooling networks, based on high efficiency combined heat and power (CHP) or RES, along with decentralised CHP systems (building or neighbourhood level);
 - local infrastructure including smart grids, information and communication technology infrastructure for energy-efficiency, energy-efficient urban equipment, inter-modal transport facilities and refuelling infrastructure for alternative fuel vehicles.
- (b) Urban transport and mobility in urban/suburban agglomerations and other densely populated areas. Projects could cover one or several of the following areas:
- Investments to support the use and the integration of innovative solutions going beyond the current state of the art for alternative fuels in urban mobility, e.g. in vehicles and in refuelling infrastructure for alternative fuel vehicles and other actions to support the wide-scale use of 'alternative fuels' in urban areas.
 - Investments to introduce at a wide scale new, more energy-efficient transport and mobility measures in any modes in urban areas.

2. Excluded sector

According to the request of the European Commission, the following areas shall be excluded from the Project Development Services:

- stand-alone renewable energy systems, not integrated in buildings, e.g. wind farms, stand-alone PV, concentrated solar power, hydropower and geothermal electricity production;
- long-distance transport infrastructure;
- large industrial facilities (falling under the ETS directive)³, and reduced greenhouse gas emissions due to industry delocalisation.

³ Consolidated version of Directive 2003/87/EC - <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02003L0087-20140430&from=EN>

Annex IV : Technical implementation reports and financial statements

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

Company	Municipality of Genova
Contact person	Mr Diego Calandrino
Title	Head of Energy Management Department
Function / Department	Struttura di Staff Energy Manager
Address	Via di Francia 1, 18° piano, 16149 Genova
Phone	+39 0105573633
Fax	+39 0105573855
Email	dcalandrino@comune.genova.it

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Beneficiary shall inform the EIB immediately in case of any change.

2. Regular reporting on the implementation of the Project Development Services

The Beneficiary shall inform the Bank of any significant changes in the cost, timing or definition of the work programme activities.

Document Type Naming Convention	Time Period to be covered	Information to be provided	Deadline (due)
Inception Report INCEPREP	From contract starting date to end of month 3	A detailed work programme of the PDS (Refer to template in A.1 below)	at month 4(3+1) after contract starting date
Progress Report 1 PR 1	From contract starting date to end of month 6	(Refer to templates in A.2 below)	at month 7(6+1) after contract starting date
Progress Report 2 PR 2	From contract starting date to end of month 12	(Refer to templates in A.2 below)	at month 13 (12+1) after contract starting date
Interim Report (i.e. Progress Report 3) INTERIMREP	From contract starting date to end of month 18	should reflect the actual costs, details and results of PDS (Refer to templates in A.3 below)	at month 19 (18+1) after contract starting date
Progress Report 4 PR 4	From contract starting date to end of month 24	(Refer to templates in A.2 below)	at month 25 (24+1) after contract starting date
Progress Report 5 PR 5	From contract starting date to end of month 30	(Refer to templates in A.2 below)	at month 31 (30+1) after contract starting date

3. Final Report on implementation of the Project Development Services

The Beneficiary shall deliver to the Bank the following information on projects completion and possible initial operations at the latest by the deadline indicated below.

Document Type Naming Convention	Time Period to be covered	Information	Deadline
Final Report FINALREP	From contract starting date to end of month 36 (the whole PDS duration)	This Information should reflect the actual costs, details and results of the PDS and be provided chronologically (Refer to template in A.4 below)	Normally at month 37 (36+1) after contract starting date

Language of reports	English or French
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Appendices:

- A.1 Inception Report – Detailed work programme of the ELENA TA
- A.2 Bi-annual Progress Report
- A.3 Interim Report including financial statement
- A.4 Final Implementation Report including financial statement

A.1. INCEPTION REPORT – DETAILED WORK PROGRAMME

Name of Project Development Services (PDS):

ELENA Contract reference:

Reporting period: [Contract starting date dd-mm-yyyy] + 3 months

1. The work programme of the PDS.
 2. Updates on the implementation of the PDS, this includes:
 - Progress on hiring or allocation of staff needed for the PDS (status on the procedure for additional staff hired, external services contracted etc.)
 - Changes in relation to initial programme and their justification; tasks, schedule and pre-established milestones
 - Identified issues, if any, affecting the implementation of the PDS work programme
-

Date of report:

A.2. BI-ANNUAL PROGRESS REPORT

Name of Project Development Services (PDS):

ELENA Contract reference:

Reporting period: from [Contract starting date dd-mm-yyyy] to [end of month 6 dd-mm-yyyy]
or
from [Contract starting date dd-mm-yyyy] to [end of month 12 dd-mm-yyyy]
or
from [Contract starting date dd-mm-yyyy] to [end of month 24 dd-mm-yyyy]
or
from [Contract starting date dd-mm-yyyy] to [end of month 30 dd-mm-yyyy]

1. Work progress of the PDS

- Progress and achieved results against initial objectives of the PDS work programme and identified issues, if any, affecting its implementation. This includes:
 - Progress on hiring or allocation of staff needed for the PDS (e.g. status of the procedure(s) for the hiring of additional staff and/or for the contracting of external services, etc.)
 - When available, copies of consultants' reports, studies or other subcontracted activities such as terms of reference (ToRs) and published calls for external services

2. Work progress on the Investment Programme

- Progress and achieved results against initial objectives of the Investment Programme (e.g. achieved investments or published tender for an investment during this reporting period)
- Include a description of the PDS work performed in relation to any investments or published tender

3. Identified problems and risks for the implementation of the Investment Programme (including PDS beneficiary's description of these problems/risks, and corrective actions taken or to be taken).

4. Contracts of technical assistance (i.e. external experts/subcontracts) committed/completed during the reporting period, linked to the started/planned investments (use attached Table A.2.1.a).

5. Description of the internal technical assistance committed/completed during the reporting period in relation to the started/planned investments (use attached Table A.2.1.b).

6. Updated list of completed/committed and planned investment projects during the reporting period, with the reference to the work performed by the Project Development Services (use attached table A.2.2.).

7. Any changes to the planned activities under the Project Development Services or to the Investment Programme in comparison to the original work programme, and other useful information

8. Financial statement (for the covered six month period) (use attached table A.2.3.).

Date of report:

A.2.1.a Contracts of Technical Assistance (external experts / subcontracts) committed/completed during the reporting period

External subcontract	Name of external consultant / subcontractor	Short description of work performed	Expected total costs of subcontracts [EUR]	Duration of subcontracts [start and end date]	Procurement procedure applied	Tender publication reference (e.g. OJEU publication)	Comments
External TA (ETA) Please use code and reference numbers as this is required for Table A.2.2) e.g. ETA 1							
ETA 2							
etc.							
TOTAL							

A.2.1.b Internal Technical Assistance committed/completed during the reporting period

Internal Technical Assistance	Name of staff employed	Short description of work performed	Duration of assistance provided (start and end date)	Comments
Internal TA (ITA) Please use code and reference numbers as this is required for Table A.2.2) e.g. ITA 1				
ITA 2				
etc.				

A.2.2. Updated list of (1) completed/committed investment projects; and (2) planned investment projects.

Investment Project (IP) ⁴ identification code Please use code and reference numbers	Name of IP	Technical Assistance identification code (from Tables A.2.1.a and A.2.1. b)	Short description of area / technology ⁵	Identification of investor ⁶	Estimated total costs [in EUR]	(Planned) Contract signature Date	(Planned) Date of publication of the public tender (e.g. OJEU publication)	Implementation plan (start and end date of works)	Estimated annual final energy saved for EE projects ⁷ [in GWh]	Estimated annual final energy production by RES [in GWh]	Estimated annual reduction of CO ₂ eq. [in t]	Estimated employment created [in FTE]	Comments
IP xxx		Internal Technical Assistance (e.g. ITA 1)											
IP xxx		External Technical Assistance (use the naming convention from Table A.2.1.a (e.g. ETA xx2)											
TOTAL													

⁴ IP = Investment Project

⁵ Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(ies)/measure(s) implemented

⁶ Indicate the final investor, the one who will order the work to be carried out

⁷ Indicate the main type of energy saved or produced (thermal or electrical)

A.2.3. Financial Statement n°

European Investment Bank ELENA - European Local Energy Assistance Financial Statement		
Name of Project Development Services (PDS):		
ELENA Contract reference:		
Reporting period from: dd-mm-yyyy to dd-mm-yyyy		
Currency used: (three letter abbreviation)		

STAFF COSTS
 (Justification for labour costs may be requested by the Bank)

Line N°	Name	Category name (e.g. senior expert, engineer, etc.)	Number of man-hours (A)	Hourly rate (B)	Staff costs amount (A x B)
1					
2					
Total			0.00		0.00

AND/OR

Line N°	Name	Category name (e.g. senior expert, engineer, etc.)	Monthly Salary (A)	N. of months worked (B)	Staff costs amount (A x B)
1					
2					
Total			0.00		0.00

The cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.

EXTERNAL EXPERTS / SUBCONTRACTING

Line N°	Name of Subcontractor	Description of the work undertaken	Invoice N°	Date of invoice [dd-mm-yyyy]	Amount
1					
2					
3					
Total					0.00

TOTAL ELIGIBLE COSTS FOR THE PERIOD

Direct staff costs	0.00
External Experts / Subcontracting	0.00
Total	0.00

A.3. INTERIM REPORT

Name of Project Development Services (PDS):

ELENA Contract reference:

Reporting period: from [Contract starting date dd-mm-yyyy] to [end of month 18 dd-mm-yyyy]

1. Work progress of the Project Development Services (PDS)
 - Progress and achieved results against initial objectives of the work programme including:
 - Detail description of PDS activities presented in Table A.3.1.a and Table A.3.1.b. Please indicate for which planned investments these activities have been performed,
 - When available, please provide copies of consultants' reports, studies or other subcontracted activities such as terms of reference (ToRs) and published calls for external services
2. Work progress on the Investment Programme
 - Progress and achieved results against initial objectives of the Investment Programme (i.e. achieved investments or published tender(s) for an investment during this reporting period.
 - Include a description of the PDS work performed in relation to preparation of these investments and/or published tender)
3. Identified problems and risks to the implementation of the Investment Programme (including PDS beneficiary's description of these problems/risks,, and corrective actions taken or to be taken)
4. Contracts of technical assistance (external experts/subcontracts) committed/completed during the reporting period in relation to the started/planned investments (Use attached Table A.3.1.a)
5. Description of the internal technical assistance committed/completed during the reporting period in relation to the started/planned investments (Use attached Table A.3.1.b).
6. Updated list of completed/committed and planned investment projects during the reporting period with the reference to the work performed by the PDS (Use attached table A.3.2.).
7. Changes in the planned activities under the PDS or in the Investment Programme and other useful information
8. Calculation of the leverage factor achieved
9. Other useful comments or information's
10. Request for changes in work programme and/or budget allocation (according to needs indicate the request for changes already presented or to be presented in parallel to the interim report)
11. Supporting documents to provide (when available, copies of consultants' reports, studies or other subcontracted activities such as terms of reference (ToRs) and published calls for external services; (including published calls for tenders for external services); political decisions (by council or board) for launching the tenders or framework contracts and the investment programme)
12. Financial statement (for the covered 18 month period - use attached table A.3.3.)
13. Outlook (main achievements and milestones planned for the next six months)

Date of report:

A.3.1.a Contracts of Technical Assistance (external experts / subcontracts) committed/completed during the reporting period

External subcontract	Name of external consultant / subcontractor	Short description of work performed	Expected total costs of subcontracts [in EUR]	Duration of subcontracts (start and end date)	Procurement procedure applied	Tender publication reference (e.g. OJEU publication)	Comments
External TA (ETA) Please use code and reference numbers as this is required for Table A.3.2 e.g.: ETA 1 etc.							
TOTAL							

A.3.1.b Internal Technical Assistance committed/completed during the reporting period

Internal Technical Assistance	Name of staff employed	Short description of work performed	Duration of assistance provided (start and end date)	Comments
Internal TA (ITA) Please use code and reference numbers as this is required for Table A.3.2 e.g.: ITA 1 etc.				

A.3.2. Updated list of (1) completed/committed investment projects; and (2) planned investment projects.

Investment Project (IP) ⁸ identification code Please use code and reference numbers	Name of IP	Technical Assistance identification code (from Tables A.3.1.a and A.3.1.b)	Short description of area / technology concerned ⁹	Identification of investor ¹⁰	Estimated total costs [in EUR]	Contract signature Date	Date of publication of the public tender (e.g. OJEU publication)	Implementation plan (start and end date of works)	Estimated annual final energy saved for EE projects ¹¹ [in GWh]	Estimated annual final energy production by RES [in GWh]	Estimated annual reduction of CO ₂ eq. [in t]	Estimated employment created [in FTE]	Comments
IP xxx		Internal Technical Assistance (ITA 1)											
IP xxx		External Technical Assistance (ETA 2)											
TOTAL													

⁸ IP = Investment Project

⁹ Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(ies)/measure(s) implemented

¹⁰ Indicate the final investor, the one who will order the work to be carried out

¹¹ Indicate the main type of energy saved or produced (thermal or electrical)

A.3.3. Financial Statement n°

European Investment Bank ELENA - European Local Energy Assistance Financial Statement					
Name of Project Development Services (PDS):					
ELENA Contract reference:					
Reporting period from: dd-mm-yyyy to dd-mm-yyyy					
Currency used: (three letter abbreviation)					
STAFF					COSTS
(Justification for labour costs may be requested by the Bank)					
Line N°	Name	Category name (e.g. senior expert, engineer, etc.)	Number of man-hours (A)	Hourly rate (B)	Staff costs amount (A x B)
1					
2					
Total			0.00		0.00
AND/OR					
Line N°	Name	Category name (e.g. senior expert, engineer, etc.)	Monthly Salary (A)	No of months worked (B)	Staff costs amount (A x B)
1					
2					
Total			0.00		0.00
The cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration.					
EXTERNAL EXPERTS / SUBCONTRACTING					
Line N°	Name of Subcontractor	Description of the work undertaken	Invoice N°	Date of invoice [dd-mm-yyyy]	Amount
1					
2					
3					
				Total	0.00
TOTAL ELIGIBLE COSTS FOR THE PERIOD					
Direct staff costs					0.00
External Experts / Subcontracting					0.00
				Total	0.00

FUNDING					
	Requested funding from ELENA (max. 90%)		in %	0.0%	
	Own funding		in %	0.0%	
	Other sources		in %	0.0%	
				Total	0.00

Statement by the beneficiary

We certify that:

- the above costs correspond to the resources employed for the work under the agreement and that those resources were necessary for the work,
- the costs were incurred and fall within the definition of eligible costs,
- where necessary, authorisations have been obtained from the EIB, and
- all the documents supporting the allowable costs reported above, including the time records are available for the purposes of audit by the EIB, EC and its authorised representatives or the Court of Auditors and reflect the costs actually incurred.

Date:

Signature:

A.4. FINAL REPORT

Name of Project Development Services (PDS):

ELENA Contract reference:

Reporting period: from [Contract starting date dd-mm-yyyy] to [end of month 36 dd-mm-yyyy]

1. Work progress

[Achieved results against initial objectives of the work programme, sectors covered]

2. Final list of technical assistance contracts

(Use attached table A.3.1.a and A.3.1.b)

3. Final list of the implemented investment projects

[Detailed list of measures and projects and partners implementing the Investment Programme]

(Use attached table A.3.2.)

4. Calculation of the leverage factor achieved and compliance with set objective

5. Financial statement

[For the whole duration of the Project Development Services]

(Use attached table A.3.3.)

6. Other useful comments or information

7. Supporting documents to provide

[When available, copies of consultants' reports, studies or other subcontracted activities such as terms of reference (ToRs) and published calls for external services; (including published calls for tenders for external services); political decisions (by council or board) for launching the tenders or framework contracts and the investment programme]

8. Conclusions

[Lessons learnt and to pass over to other local authorities, next steps planned
implementation of the Investment Programme]

in the

Date of report:

Annex V : Fiche for requesting ex-ante comments on the terms of reference (ToRs) of large sub-contracts

Introduction:

In the case the Final Beneficiary would need to launch a service contract / subcontract concerning external services for a total amount higher than 209 000 Euro (excluding VAT), the terms of reference for the sub-contract have to be available for prior comments by the EIB. The present fiche needs to be properly filled in and sent to the EIB / ELENA facility with the supporting documents (see below). The Bank will provide an answer to the request within fifteen working days.

Name of Final Beneficiary:

Name of Project Development Services (PDS):

ELENA Contract reference:

1. Reasons for undertaking the external expertise / subcontracts
2. Short description of work to be performed
3. Estimated value of the service contract / subcontract
4. Planned time table of the external services
5. Supporting document requested
 - terms of reference

Date of expedition of request:

Annex VI : Reference to ELENA - Horizon 2020 funding & legal disclaimer

Instructions for displaying the Horizon 2020 programme banner

The visual identity

The European Commission introduced a single visual identity in order to have a recognisable image and a more coherent voice when communicating and to reduce costs. In this context, EU programmes should phase out their existing logos and no new logos will be created for upcoming programmes.

The names of programmes, such as Horizon 2020 shall be used as verbal brands, i.e. references to them will be made without a regulated visual mark or logo.

Article 38 “Promoting the Action — Visibility of EU Funding” of the Horizon 2020 Annotated Model Grant Agreement provides communication guidelines.

See the document at:

http://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/amga/h2020-amga_en.pdf

Beneficiaries of EU funding shall use the European emblem in their communication to acknowledge the support received under EU programmes, mentioning “Co-funded by the Horizon 2020 Programme of the European Union” in their communication.

The EU emblem

The name of the EU programme (in this case Horizon 2020) can appear with the EU emblem. However, no graphical mark (i.e. logo) shall be created using the EU emblem and name of the programme. The minimum height of the EU emblem shall be 1 cm.

If used on websites, please link the EU emblem image, together with the Horizon 2020 name, to the webpage of the ELENA facility (www.eib.org/elena).

For more information on visual identity, all versions of the EU emblem and the rules governing their correct use, please consult the European Commission's guidelines for beneficiaries and other third parties available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/pdf/use-emblem_en.pdf

Please find below some practical examples of how to proceed:

- PDS websites: please display the EU emblem image, together with the Horizon 2020 name, in the header or footer of all sub-sites, including any national sub-websites, and the disclaimer in the footer of your homepage.
- Reports/brochures: please use your PDS logo (if available), the EU emblem image, together with the Horizon 2020 name, and the disclaimer.
- Published papers: we recommended that you add a short text acknowledging that the Horizon 2020 Programme is co-funding at the end of the paper.
- Slides: please use your institution or company logo and the EU emblem image, together with the Horizon 2020 name on slides, e.g. on the first slide, presented at conferences, workshops, etc.

Please do not hesitate to contact the ELENA team in case of any questions about publications related to Project Development Services supported by ELENA, or to provide you with a banner designed for the Horizon 2020 programme.

Instructions for displaying the correct legal disclaimer

In addition to the branding of the Horizon 2020 Programme, you will also need to display the following legal disclaimer on any written information produced for your Project Development Services or for any related event:

The sole responsibility for the content of this [webpage, publication etc.] lies with the authors. It does not necessarily reflect the opinion of the European Union. Neither the European Investment Bank nor the European Commission are responsible for any use that may be made of the information contained therein.

Le contenu de cette [page web, publication, etc.] n'engage que la responsabilité de son auteur et ne représente pas nécessairement l'opinion de l'Union européenne. Ni la Banque européenne d'Investissement ni la Commission européenne ne sont responsables de l'usage qui pourrait être fait des informations qui y figurent.

Die alleinige Verantwortung für den Inhalt dieser [Webseite, Publikation usw.] liegt bei den AutorInnen. Sie gibt nicht unbedingt die Meinung der Europäischen Union wieder. Weder die Europäische Investitionsbank noch die Europäische Kommission übernehmen Verantwortung für jegliche Verwendung der darin enthaltenen Informationen.

El contenido de esta [página web etc.] sólo compromete a su autor y no refleja necesariamente la opinión de la Unión Europea. Ni el Banco Europeo de Inversiones ni la Comisión Europea son responsables de la utilización que se podrá dar a la información que figura en la misma.

(...)

This disclaimer can be written in small font size and it can be put in places, which are less prominent than those used for the main logo, e.g. at the bottom of websites or in the editorial information of publications. But it is important that it is actually being displayed somewhere.

The ELENA Team is available for any further assistance which you may require.

elena@eib.org

Annex VII : ELENA PDS Factsheet

Location	The Project Development Services and the Investment Programme will be realised in the Metropolitan City of Genoa, Liguria Region, Italy. It comprises the City of Genoa (capital) and 26 participating Municipalities (within the Metropolitan Area of Genoa).
Beneficiary	Municipality of Genoa.
CoM signatory	YES: Metropolitan City (2009), Municipality of Genova (2009), other municipalities (ranging from 2009 to 2013).
Sector	Energy efficiency and domotics in buildings, public lighting and district heating
Total PDS cost	EUR 1 441 750
ELENA contribution	EUR 1 297 575
Project Development Services (PDS) financed by ELENA	The ELENA PDU will undertake stakeholder engagement, the technical and business case development and will subcontract external technical, financial and legal services to provide any necessary energy audits and to prepare the procurement and the design of the investments.
PDS Timeframe	The ELENA support is planned to be carried out between December 2017 – November 2020
Investment programme description	<p>The investment programme plans to include:</p> <ul style="list-style-type: none"> • Public buildings: insulation, heating system and indoor lighting (schools, offices, museums, libraries, etc.) for approx. 250 buildings • Domotics: heating system and indoor lighting (same buildings as above) • Public street lighting: over 18,000 lampposts (all directly owned by the municipalities) • District heating
Investment to be mobilized	The total amount of eligible investment is estimated at EUR 39m
Description of the approach to implement the Investment Programme	The Investment Programme will be delivered through third party financing, by means of ESCOs to be selected through public procurement process. The investments will be implemented through the Energy Performance Contracts with guaranteed savings in place. The ESCOs will therefore be in charge of the investment as well as of the O&M issues throughout the EPC contracts.

Expected results	<p>The total estimated contributions are:</p> <ul style="list-style-type: none"> • RE generation – Annual total renewable energy generation by 2.25 GWh_{th} • Energy Efficiency – Annual total savings in the final energy consumption of 20 GWh_{el} and 14.64 GWh_{th} • CO₂ reductions – Annual total emission reductions of 9,300 t CO₂ eq.
Leverage factor (Minimum 20)	30
Market replication potential	<p>Enables Municipalities to exchange experience help and learn from each other. The ELENA support contributes to a significant increase in expenditure in the priority activities of energy efficiency, public lighting and district heating areas and thus contributes to implementing regional and national objectives in this sector.</p>
Status	Contract ongoing
Contact person at Beneficiary	Mr. Diego Calandrino; dcalandrino@comune.genova.it

Annex VIII : EIB Guide to Procurement



European Investment Bank Guide to Procurement





COMUNE DI GENOVA

**E' PARTE INTEGRANTE DELLA PROPOSTA DI DELIBERAZIONE
270 2 0 N. 2017-DL-408 DEL 28/11/2017 AD OGGETTO:**

Approvazione dello schema di contratto ELENA (European Local ENergy Assistance) tra il Comune di Genova e la BEI per l'ottenimento di un contributo finanziario da fondi europei volto all'implementazione del Servizio di Sviluppo Progettuale denominato GEN-IUS, (GENova – Innovative Urban Sustainability).

<p align="center">PARERE TECNICO (Art 49 c. 1 D.Lgs. 267/2000)</p>

<p>Si esprime parere favorevole in ordine alla regolarità tecnica del presente provvedimento</p>
--

28/11/2017

Il Dirigente Responsabile
Ing. Ph.D. Calandrino Diego



COMUNE DI GENOVA

ALLEGATO AL PARERE TECNICO
ART. 7, COMMA 3, REGOLAMENTO DI CONTABILITA'

CODICE UFFICIO: 270 2 0	ENERGY MANAGER
Proposta di Deliberazione N. 2017-DL-408 DEL 28/11/2017	

OGGETTO: Approvazione dello schema di contratto ELENA (European Local ENergy Assistance) tra il Comune di Genova e la BEI per l'ottenimento di un contributo finanziario da fondi europei volto all'implementazione del Servizio di Sviluppo Progettuale denominato GEN-IUS, (GENova – Innovative Urban Sustainability).

a) La presente proposta di deliberazione **comporta l'assunzione di impegni di spesa** a carico del bilancio di previsione annuale, pluriennale o degli esercizi futuri?

SI

NO

Nel caso di risposta affermativa, indicare nel prospetto seguente i capitoli di PEG (e gli eventuali impegni già contabilizzati) ove la spesa trova copertura:

Anno di esercizio	Spesa di cui al presente provvedimento	Capitolo	Impegno	
			Anno	Numero

b) La presente proposta di deliberazione **comporta una modifica delle previsioni** di entrata o di spesa del bilancio di previsione annuale, pluriennale o degli esercizi futuri?

SI

NO

Nel caso in cui si sia risposto in modo affermativo alla precedente domanda b) compilare il prospetto seguente:

Anno di esercizio	Capitolo	Centro di Costo	Previsione assestata	Nuova previsione	Differenza + / -

c) La presente proposta di deliberazione **comporta una modifica dei cespiti inventariati o del valore della partecipazione** iscritto a patrimonio?

SI

NO

Nel caso in cui si sia risposto in modo affermativo alla precedente domanda c) compilare il prospetto seguente (per i cespiti ammortizzabili si consideri il valore ammortizzato):

Tipo inventario e categoria inventariale	Tipo partecipazione (controllata/collegata o altro)	Descrizione	Valore attuale	Valore post-delibera

d) La presente proposta di deliberazione, ove riferita a società/enti partecipati, è coerente con la necessità di assicurare il permanere di condizioni aziendali di solidità economico-patrimoniale dei medesimi, in relazione agli equilibri complessivi del bilancio dell'Ente?

SI

NO

Nel caso in cui si sia risposto in modo negativo alla precedente domanda d) compilare il prospetto seguente:

Effetti negativi su conto economico	
Effetti negativi su stato patrimoniale	

Osservazioni del Dirigente proponente:

Genova 28/11/2017

Il Dirigente
Ing. Ph.D. Calandrino Diego



COMUNE DI GENOVA

**E' PARTE INTEGRANTE DELLA PROPOSTA DI DELIBERAZIONE
270 2 0 N. 2017-DL-408 DEL 28/11/2017 AD OGGETTO:
Approvazione dello schema di contratto ELENA (European Local ENergy
Assistence) tra il Comune di Genova e la BEI per l'ottenimento di un
contributo finanziario da fondi europei volto all'implementazione del
Servizio di Sviluppo Progettuale denominato GEN-IUS, (GENova –
Innovative Urban Sustainability).**

PARERE REGOLARITA' CONTABILE (Art. 49 c. 1 D.Lgs. 267/2000)

Ai sensi e per gli effetti dell'art. 49 - comma 1 - T.U. D.lgs 18 agosto 2000 n. 267
si esprime parere favorevole in ordine alla regolarità contabile del presente
provvedimento.

01/12/2017

Il Dirigente Responsabile
[Dott. Giovanni Librici]



COMUNE DI GENOVA

**E' PARTE INTEGRANTE DELLA PROPOSTA DI DELIBERAZIONE
270 2 0 N. 2017-DL-408 DEL 28/11/2017 AD OGGETTO:
Approvazione dello schema di contratto ELENA (European Local ENergy
Assistence) tra il Comune di Genova e la BEI per l'ottenimento di un
contributo finanziario da fondi europei volto all'implementazione del
Servizio di Sviluppo Progettuale denominato GEN-IUS, (GENova –
Innovative Urban Sustainability).**

ATTESTAZIONE COPERTURA FINANZIARIA (Art. 153 c. 5 D.Lgs. 267/2000)

Si rinvia ai successivi atti.

01/12/2017

Il Direttore di Ragioneria
[Dott. Giovanni Librici]