



COMUNE DI GENOVA

Direzione Ambiente
Settore Politiche Energetiche

Genova, 07/01/2021

TO: Ms. Despina Leivandinou
Legal Department
European Investment Bank (EIB)
98-100 BD Konrad Adenauer
L-2950 Luxembourg

Subject: Amendment n.1 to ELENA Contract 2016-076 between European Investment Bank and Comune di Genova .

Dear **Ms. Despina Leivandinou**,

Please find enclosed to your attention:

- Three hard copies of the Amendment n.1 to ELENA Contract 2016-076
- One hard copy of the documentation proving the signature capacity of Mr. Varruciu Massimiliano.

Kind regards,

Head of Energy Management Department
(Settore Politiche Energetiche)

Ing. Massimiliano Varruciu



COMUNE DI GENOVA

**AMENDMENT No 1 TO CONTRACT FOR FUNDING OF
PROJECT DEVELOPMENT SERVICES WITH CONTRACT
NUMBER ELENA-2016-076**

between

EUROPEAN INVESTMENT BANK

and

COMMUNE DI GENOVA – MUNICIPALITY OF GENOA

AMENDMENT AGREEMENT

- (1) **European Investment Bank** (hereinafter referred to as "**EIB**" or 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. Ralf Goldmann, Head of Division and Ms. Sonja Malkki, Head of Division,

on one part,

and

- (2) **Comune di Genova - Municipality of Genoa** (hereinafter referred to as the "**Final Beneficiary**") established at 9 Via Garibaldi, 1-16124 Genoa, Italy, represented for the purposes of signature of this agreement by Mr Massimiliano Varruciu, Head of Energy Policies Department.

on the other part.

EIB and the Final Beneficiary shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- (A) EIB and the Final Beneficiary respectively signed on 6 December 2017 and 4 December 2017 a contract for funding of project development services – contract number ELENA-2016-076 - relating to the implementation of Project Development Services in the Project "GENova – Innovative Urban Sustainability (GEN-IUS)" in the framework of the ELENA Facility (the "**Contract**")
- (B) The Parties hereto wish to amend the Contract on the terms and in the manner set out in this agreement (the "**Agreement**").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Contract shall have the same meaning when used in this Agreement, unless defined below.
- 1.2 The rules of interpretation of the Contract shall apply to this Agreement.
- 1.3 Unless the context otherwise requires, references in the Contract to the "Contract" shall be to the Contract as amended by this Agreement.

2. AMENDMENTS

The following amendment is made to the Contract:

2.1 Article I.2 of the Contract - 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 11.8"

is deleted and replaced by the following hereto:

"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 until 31 December 2021, unless terminated earlier in accordance with Article II.8."

2.2 Annex IV of the Contract is amended as per the provisions of Annex I of the present Agreement.

3. APPLICABLE LAW AND DISPUTE RESOLUTION

3.1 This Agreement is governed by its terms, the terms of the Contract and by EU law.

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

3.3 This Agreement shall enter into force on the date it is signed by the last contracting Party.

European Investment Bank

**Comune di Genova - Municipality of Genoa
(Final Beneficiary)**

Date: 09.12.2020

Date: 10.12.2020

.....

Ralf Goldmann
Head of Division

.....

Mr Massimiliano Varruciu
Head of Energy Policies Department

.....

Sonja Walkki
Head of Division

Annex I

Sections 2 and 3 of Annex IV of the Contract are deleted and replaced by the following hereto:

“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 <i>(Refer to template in A.1 below)</i>	<i>three months (3) after contract starting date</i>
Progress Report 1 PR 1	From contract starting date to end of month 6	<i>(Refer to templates in A.2 below)</i>	<i>at month 7 (6+1) after contract starting date</i>
Progress Report 2 PR 2	From contract starting date to end of month 12	<i>(Refer to templates in A.2 below)</i>	<i>at month 13 (12+1) after contract starting date</i>
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 <i>(Refer to templates in A.3 below)</i>	<i>at month 19 (18+1) after contract starting date</i>
Progress Report 4 PR 4	From contract starting date to end of month 24	<i>(Refer to templates in A.2 below)</i>	<i>at month 25 (24+1) after contract starting date</i>
Progress Report 5 PR 5	From contract starting date to end of month 30	<i>(Refer to templates in A.2 below)</i>	<i>at month 31 (30+1) after contract starting date</i>
Progress Report 6 PR 6	From contract starting date to end of month 36	<i>(Refer to templates in A.2 below)</i>	<i>at month 37 (36+1) after contract starting date</i>
Progress Report 7 PR 7	From contract starting date to end of month 42	<i>(Refer to templates in A.2 below)</i>	<i>at month 43 (42+1) after contract starting date</i>

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 be covered	Information	Deadline
Final Report FINALREP	From contract starting date to end of month 48 <i>(the whole PDS duration)</i>	This Information should reflect the actual costs, details and results of the PDS and be provided chronologically <i>(Refer to template in A.4 below)</i>	<i>at month 49 (48+1) after contract starting date</i>

Language of reports	English or French
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COMUNE DI GENOVA

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PROJECT DEVELOPMENT SERVICES WITH CONTRACT
NUMBER ELENA-2016-076**

between

EUROPEAN INVESTMENT BANK

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EIB and the Final Beneficiary shall be individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

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2.1 Article 1.2 of the Contract - 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 11.8"

is deleted and replaced by the following hereto:

"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 until 31 December 2021, unless terminated earlier in accordance with Article 11.8."

2.2 Annex IV of the Contract is amended as per the provisions of Annex I of the present Agreement.

3. APPLICABLE LAW AND DISPUTE RESOLUTION

3.1 This Agreement is governed by its terms, the terms of the Contract and by EU law.

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

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European Investment Bank

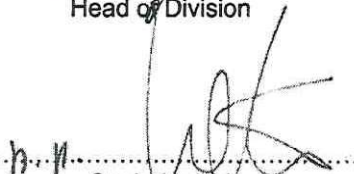
**Comune di Genova - Municipality of Genoa
(Final Beneficiary)**

Date: 07.12.2020

Date: 10.12.2020


.....
Ralf Goldmann
Head of Division


.....
Mr Massimiliano Varruciu
Head of Energy Policies Department


.....
Sonja Malkki
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COMUNE DI GENOVA

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European Investment Bank


**Comune di Genova - Municipality of Genoa
(Final Beneficiary)**

Date: 07.12.2020

Date: 10.12.2020


.....
Ralf Goldmann
Head of Division


.....
Mr Massimiliano Varruciu
Head of Energy Policies Department


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Sonja Malkki
Head of Division

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Language of reports	English or French
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COMUNE DI GENOVA

Prot. nr. 387356

Addì, 16/12/2020
To European Investment Bank
Secretariat of the European Local Energy
Assistance Facility
98-100 boulevard Konrad
Adenauer
LU-2950 Luxemburg

With respect to your request for the authorisation of Mr. Massimiliano Varruciu, head of Energy Policies Department of the Municipality of Genoa, to sign the extension of ELENA Contract in relation to the project GEN-IUS GENoa – Innovative Urban Sustainability. In representation of COMUNE DI GENOVA, on behalf and for the benefit of the same Municipality of Genoa,

I CERTIFY THAT

Mr. Massimiliano Varruciu is the person of the Municipality of Genoa legitimised to sign the aforementioned contract with the EIB – European Investment Bank, pursuant to art. 107, paragraph 3, letter c) of Legislative Decree n. 267 of 18/08/2000, the Statute of the City of Genoa and the Rules of Organization of the Offices and Services of the Municipality of Genoa

Yours sincerely,

Chief Executive
Avv. Pasquale Criscuolo



COMUNE DI GENOVA

Translation of art. 80 Statute of municipality of Genoa - from Italian into English

<p>Art. 80 Competenze dei dirigenti</p> <p>1. I dirigenti, in conformità ai principi del presente statuto e al regolamento sull'ordinamento generale degli uffici e dei servizi, tra l'altro:</p> <p>a) esercitano le competenze proprie della gestione amministrativa e della direzione degli uffici e dei servizi;</p> <p>b) esprimono il parere di competenza su tutte le proposte di deliberazione del Consiglio Comunale e della Giunta, fatti salvi i meri atti di indirizzo;</p> <p>c) adottano gli atti di gestione finanziaria, tecnica e amministrativa, compresi quelli che impegnano l'amministrazione verso l'esterno, mediante autonomi poteri di spesa, di organizzazione delle risorse umane e strumentali e di controllo; essi sono responsabili della gestione e dei relativi risultati;</p> <p>d) propongono al Sindaco o all'Assessore referente i provvedimenti di competenza degli organi di governo di interesse dell'amministrazione comunale;</p> <p>e) partecipano, se richiesti, all'attività delle Commissioni Consiliari e degli altri organi collegiali del Comune;</p> <p>f) per delega del Sindaco rappresentano il Comune in enti ed istituzioni a partecipazione comunale, in procedimenti giudiziari o amministrativi e in qualsiasi altra sede;</p> <p>g) presiedono le commissioni di concorso, di gara, di appalto e stipulano i contratti secondo quanto previsto dai rispettivi regolamenti;</p> <p>h) adottano gli atti di occupazione d'urgenza di immobili contemplati dai progetti di lavori dichiarati di pubblica utilità;</p> <p>i) partecipano alle conferenze interne coordinate dal direttore generale o da altro direttore alla</p>	<p>Art. 80 Powers of the Managers</p> <p>1. The Managers, in accordance with the principles of this statute and the regulations on the legal system general office and services, among other things:</p> <p>a) exercise the powers of the administrative management and direction of the offices and services;</p> <p>b) express their competent opinion on all the proposed resolutions of the Municipal Council and Municipal Executive, without prejudice to mere actions of address;</p> <p>c) adopt the financial, technical and administrative management acts, including those that commit the administration towards the outside, through autonomous spending powers, the organization powers on human resources, instruments and contro; they are responsible for the management and related results;</p> <p>d) propose to the Mayor or to the Referring Councilor the resolutions, of which the government bodies are competent, in the interest of the municipal administration;</p> <p>e) participate, if requested, in the activities of the Council Commissions and other collegial bodies of the Municipality;</p> <p>f) by delegation of the Mayor, they represent the Municipality in public participated entities and institutions, in judicial or administrative proceedings and in any other office;</p> <p>g) presides over the competition, tenders and tender commissions and stipulate the contracts according to the provisions of the respective regulations;</p> <p>h) adopt the acts of urgent occupation of buildings covered by the works projects declared of public utility;</p> <p>i) participate in internal conferences coordinated by the director general or by another director</p>
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COMUNE DI GENOVA

cui direzione sia attribuita competenza prevalente nella materia;
l) forniscono, in collaborazione con il Segretario Generale, chiarimenti e precisazioni in risposta ai rilievi dell'organo di controllo.

whose management has prevailing competence on the matter;
l) provide, in collaboration with the Secretary General, clarifications and details in response the findings of the supervisory body.

Genoa, 16/12/2020

Ing. Massimiliano Varrucchi
Head of Energy Policies Department



COMUNE DI GENOVA

**Translation of assignment to dott. Massimiliano Varruciu
of the position of director of the energy policy section of the environment department.-
from Italian into English**

100 0 0 — DIRECTORATE-GENERAL

PROVISION OF THE MAYOR

ORD-2019-217 DATE 05/07/2019

**SUBJECT: ASSIGNMENT TO DOTT.MASSIMILIANO VARRUCCIU
OF THE POSITION OF DIRECTOR OF THE ENERGY POLICY SECTION OF THE ENVIRONMENT
DEPARTMENT.**

05/07/2019	Mayor
	[Marco Bucci]



COMUNE DI GENOVA

100 0 0 — DIRECTORATE-GENERAL
Draft Decision No 2019-POS-224 of 03/07/2019

PROVISION OF THE MAYOR

SUBJECT: ASSIGNMENT TO DOTT.MASSIMILIANO VARRUCCIU
THE POSITION OF DIRECTOR OF THE ENERGY POLICY DIVISION OF THE ENVIRONMENT
DEPARTMENT.

Acting on a proposal from the Director-General, Antonino Minicuci,

Considering:

- Article 81 of the Statute of the Municipality of Genoa provides:
 - in paragraph 2, the assignment of vacant managerial positions, as well as to internal managers, may be assigned, within the legal conditions and limitations, by way of fixed-term contracts, to external candidates or personnel within the Public Body, who meet the requirements for access to management qualifications, in accordance with the rules laid down in the Regulation on the General Order of Offices and Services and in compliance with national collective agreements, by means of collecting and evaluating professional CV's through a specific public notice;
 - in paragraph 3, vacant managerial positions to external candidates are assigned by provision of the Mayor, subject to a resolution by the Municipal Executive to determine the remuneration and the duration of the assignment;
- Article 19 of Legislative Decree No 165/2001, which governs managerial positions in the public administration organisation;
- Article 110 (1) of Legislative Decree No 267/2000, which provides that local authorities, where provided for in their Statutes, may conclude fixed-term contracts to fill vacant managerial positions;
- Article 37 (1) of the Regulation in force on the rules governing offices and services, which provides that managerial positions may be assigned under an employment contract, subject to selection, by means of a specific public notice requiring the acquisition of CVs and, where appropriate, personal interviews;
- Legislative Decree No 39/2013 laying down provisions excluding the assignment of positions to persons with criminal records or incompatible and ineligible for posts in public administrations and private bodies under public control, and in particular Articles 3, 4 and 7 (2) with reference to the specific cases of criminal records and Articles 9 and 12 with specific reference to cases of incompatibility and ineligibility of managerial positions;
- by Municipal Executive Resolutions No 256 of 28/10/2017, No 277 of 23/11/2017, No 8 of 17.01.2019 and subsequent amendments and additions, the Municipal Body's macro-structure was defined and implemented by Executive Decisions No 21 of 22/12/2017, No 4 of 10/01/2018 and No 5 of 17/01/2018, No 13 of 14/03/2018, No 20 of 20/04/2018, No 23 of 15/05/2018 and No 26 of 31/05/2018, No 28 of 29/06/2018, No 37 of 2/08/2018, No 37 of 2/08/2018 and No 53



COMUNE DI GENOVA

of 3/12/2018, 55 of 10/12/2018, No 1 of 10/01/2019 and No 4 of 23.01.2019;

Provide that:

- by Executive Decision No 13 of 14.03.2018, the Energy Manager's staff structure was transferred from the Directorate-General to the Environment Department, and renamed 'Energy Policy Division';
- the management position of this division was filled until 31/03/2019 by external personnel;

Considering that:

- as it is not possible to find, within the Municipal Body, managers meeting the technical-cultural requirements and special professional experience that are suitable for this position, the Administration has carried out the public selection procedures for the recruitment of a Director, on a fixed-term contract, to assign the position of Head Director of the Energy Policy Division within the Department of Environment;
- the Mayor, in his letter, identified Mr. Massimiliano Varruciu as the person to be assigned to the position in question, since he was first placed on the evaluation list drawn up by the Evaluation Committee;
- the Municipal Executive Resolution n. 169 of 13/06/2019, provided to remunerate Mr. Varruciu as a fixed-term Director of the Energy Policy Division, within the Environment Department, and fixing the term of office for three years, starting on 17/06/2019 or, in any event, from the date of actual signature of the individual employment contract, if later, with the option of extending the term of office until the end of the Mayor's elected mandate;

Considering, therefore, appropriate to assign Mr. Massimiliano Varruciu, the position of Director on a fixed-term basis of the Energy Policy Division, within the Environment Department, for the above specified duration, making the assignment subject to the signing of the employment contract by the person directly concerned;

Having received on the file a declaration by the person concerned that there are no grounds for conferral or incompatibility of the managerial position referred to in Article 20 of Legislative Decree No 39/2013;

Having received the approval of compliance by the Secretary-General pursuant to Article 97 of Legislative Decree No 267/2000, as amended;

THE MAYOR

provides

1. to assign to Mr. Massimiliano Varruciu, the fixed-term position of Director the Energy Policy Division, within the Environment Department of the City of Genoa;
2. to acknowledge that, in accordance with Municipality Executive Resolution N°169/2019, the term of office is fixed for three years, starting on 17/06/2019 or, in any event, from the date of



COMUNE DI GENOVA

actual signature of the individual employment contract, whichever is the later, with the option of extending the term of office until the end of the Mayor's elected mandate;

3. to identify Dr. Massimiliano Varruciu as the data controller for the processing of personal data in relation to the databases in his field of competence and operations;
4. to acknowledge that this provision has been drawn and taken in accordance with the law on the protection and processing of personal data;
5. to communicate this provision to the person concerned.
- 6.

Mayor
Marco Bucci

Ing. Massimiliano Varruciu
Head of Energy Policies Department

Genoa, 16/12/2020