

Европейска инвестиционна банка	Europos investicijų bankas
Evropská investiční banka	Europai Beruházási Bank
Den Europæiske Investeringssbank	Bank Ewropew tal-investment
Europäische Investitionsbank	Europese Investeringsbank
Europa Investeerimispank	Europejski Bank Inwestycyjny
Ευρωπαϊκή Τράπεζα Επενδύσεων	Banco Europeu de Investimento
European Investment Bank	Banca Europeană de Investiții
Banco Europeo de Inversiones	Európska investičná banka
Banque européenne d'investissement	Evropska investicijska banka
Banca europea per gli investimenti	Euroopan investointipankki
Европска инвестицијска банка	Europaiska investeringsbanken

**Camera di Commercio Industria
Artigianato e Agricoltura di Foggia**
Traversa Viale Fortore
71121 Foggia
ITALY

C.C.I.A.A. di FOGGIA
[Signature]
08 GEN. 2016
ARRIVO

Attn: Mr Matteo Salvatore Di Mauro, Secretary General

EXP BEI-EIB
B 000046 05. JAN 16

Luxembourg, 05 January 2016

SG/AS/JASPERS/RGAP/am

**Subject: ELENA assistance,
U.E.F.A. European Union ELENA Foggia Facility Assistance, Italy**

Dear Mr Di Mauro,

We have the pleasure to send you enclosed one original copy of the contract for your files signed by our services.

Yours sincerely,

EUROPEAN INVESTMENT BANK

[Signature]
R. Goldmann
General Secretariat Directorate
Advisory Services
Head of JASPERS Energy
and Solid Waste Division

[Signature]
A. Piontek
General Secretariat Directorate
Advisory Services
Engineer, JASPERS Energy
and Solid Waste Division

Encl.

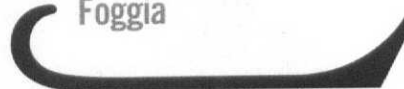
Please state our references in all future correspondence



**European
Investment
Bank**



**Camera di Commercio
Foggia**



**CONTRACT
FOR A PROJECT DEVELOPMENT SERVICES
between**

EUROPEAN INVESTMENT BANK

and

**CAMERA DI COMMERCIO INDUSTRIA ARTIGIANATO E
AGRICOLTURA DI FOGGIA**

CONTRACT NUMBER ELENA-2013-052

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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 CO₂ 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 any authority or any Public Body that benefits from Project Development Services under the Elena Facility

IEE II

means the Intelligent Energy Europe – II Programme (2007-2013) established under the CIP Decision (Decision No 1639/2006/EC of 24 October 2006 of the European Parliament and of the Council establishing a Competitive and Innovation Framework Programme (2007 to 2013))

Investment Programme

means an investment project or a group of projects, in the field of greenhouse gas emission reduction, energy efficiency and renewable energy sources

Leverage Factor

means the ratio between the total investment costs of the Investment Programme supported and the total cost of the project development service coming from the Elena Facility

Participating Countries

means countries participating in the IEE II

Project Development Services

means technical assistance requested by the Final Beneficiary to help prepare, implement and finance eligible Investment Programme and implement the operational objectives of the IEE II

Public Body

means a body created by a public authority or a legal entity governed by private law with a public service mission, financed more than 50% by public sources, whose internal procedures and accounts are subject to control by a public authority and for whose liabilities a public authority will accept responsibility in the event that the Public Body ceases its activities

"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

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CONTRACT FOR PROJECT DEVELOPMENT SERVICES

CONTRACT NUMBER 2013-052

relating to the implementation of Project Development Services in the Project U.E.F.A. European Union ELENA Foggia Facility Assistance in the framework of the Elena Facility (the "**Contract**") (This financing benefits from a grant under the CIP – Intelligence Energy Europe 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 Agustin Auría, Director, and Mr Stephen Sturmer, Head of Division,

on one part,

and

Camera di Commercio Industria Artigianato e Agricoltura di Foggia (CCIAA) (hereinafter referred to as "the Final Beneficiary"), established at Traversa Viale Fortore, 71121 Foggia (Italy), represented for the purposes of signature of this contract by Mr Fabio Porreca, President of Foggia Chamber

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 of large sub-contracts
Annex VI	Reference to ELENA - IEE funding and legal disclaimer
Annex VII	ELENA Project Fact Sheet
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

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I — SPECIAL TERMS

ARTICLE I.1 — PURPOSE

I.1.1. The Bank has decided to award Project Development Services, entitled U.E.F.A. European Union ELENA Foggia Facility Assistance 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 as described in Annex I, acting under its own responsibility.

ARTICLE I.2 — DURATION

The Contract shall enter into force on the 1st of January 2016 and shall remain in full force and effect until the 31st of December 2018, 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 I.4.3;
- (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 1 896 500 [one million eight hundred ninety-six thousand and five hundred euro] 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 1 706 850 [one million seven hundred six thousand eight hundred and fifty euro].

I.4.3. Changes between the 2 categories of estimated total Eligible Costs in Annex II (Direct staff costs and external experts) shall need prior written approval by the Bank and should be limited to a maximum of 10% of the total Eligible Costs indicated in Article I.4.1.

I.4.4. The amount of the Investment Programme as defined under I.4.5 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 I.4.2 (Leverage Factor).

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I.4.5 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 in accordance with applicable procurement rules.

To qualify for the inclusion under point I.4.5.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.4.5. b).

ARTICLE I.5 — PAYMENT ARRANGEMENTS

The Project Development Services shall be paid in accordance with the following 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 682 740 [six hundred eighty-two thousand seven hundred and forty euro] representing 40% of the amount specified in Article I.4.2, shall be made to the Final Beneficiary, subject to receipt by the Bank of a signed copy of a guarantee letter, in a form and substance satisfactory to the Bank and covering at least the amount of the two pre-financing payments (representing 70% of the amount specified in Article I.4.2).

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 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.

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1.5.3. 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 1.6 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 prepared under the Elena project development has represented at least 20 times the amount of the Contract as defined under Article 1.4.2. If the Leverage Factor, as defined in Article 1.4.4., 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 1.5.1 and 1.5.2.

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 1.6 — SUBMISSION OF REPORTS AND OTHER DOCUMENTS

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

- a) inception report – detailed work programme after three months
- b) bi-annual progress reports;
- c) interim report (including financial statements);
- d) final implementation report (including financial statements).

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.

1.6.2. 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.

1.6.3. The final implementation report shall be submitted within 30 (thirty) calendar days following the closing date of the Project Development Services specified in Article 1.2. covering the whole duration of the Project Development Services.

1.6.4. 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.

1.6.5. The Bank shall review all reports specified in 1.6.1 above but shall only give formal approval to the interim and final implementation reports.

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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: Banca Popolare Di Bari
Address of the branch: Viale XXIV Maggio, 48 FOGGIA, 71121 (FG)
Precise denomination of the account holder: CCIAA.ELENA.Uefa FOGGIA
Full account number (including bank codes): ABI: 05424 CAB: 04297 CC: 000000001015
IBAN account code: IT 24 W 05424 04297 000000001015

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)
General Secretariat Directorate - Advisory Services – JASPERS Department
Mr Ralf Goldmann, Head of Energy and Solid Waste Division
98-100 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:
Camera di Commercio Industria Artigianato e Agricoltura di Foggia (CCIAA)
Mr Matteo Salvatore Di Mauro, Secretary General of Foggia Chamber
Traversa Viale Fortore
71121 Foggia
Italy

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 for 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. 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 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.

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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 affect, however, 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 has received funding from the Elena facility under the CIP-Intelligent Energy Europe 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 about the use of the Intelligent Energy Programme logo and the disclaimer that have to be mentioned in all publications, leaflets and other communication media related to an ELENA project.

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 related to the ELENA Project Fact Sheet 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 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 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 200 000 Euro, the Final Beneficiary will be requested to present a request for comments on the terms of reference related to the subcontract to the Bank prior to the launch for tender. The Final Beneficiary shall submit this request in accordance with the 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.

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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 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 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.

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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 In addition, changes affecting the budget can only be made once when submitting the Interim Report. The transfer of cost from one category (direct staff costs or external experts / sub-contracts) to another should not exceed 10% of the total budget.

PART B — FINANCIAL PROVISIONS

ARTICLE II.10 — 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.

II.10.2 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.

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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 service ends 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 project receipts and expenditures 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 is not implemented or is implemented poorly, partially or late, the Bank may reduce the support initially provided for in line with the actual implementation of the project 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 owing 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.

la

II.14.2 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.14.3 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.14.4 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. 14.5 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.

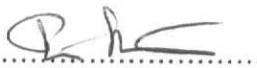
SIGNATURES

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: 28/12/2015

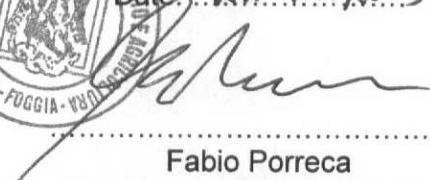

.....
Agustin Auría
Director


.....
Stephen Sturmer
Head of Division

**Camera di Commercio Industria
Artigianato e Agricoltura di Foggia**



Date: 22.12.2015


.....
Fabio Porreca
President of Foggia Chamber

Overview of contract 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 of large sub-contracts

Annex VI

Reference to ELENA - IEE funding and legal disclaimer

Annex VII

ELENA Project Fact sheet

Annex VIII

EIB Guide to Procurement



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

1. Location	
Location of the Project Development Services	
Province of Foggia, Italy.	
Main purpose of the Project Development Services	
<p>The project aims at improving the energy efficiency of public buildings and public lighting systems located in 36 municipalities of the Province of Foggia, using the Energy Performance Contracting approach. The programme proposed has a substantial scale as well as a high level of ambition in terms of the energy performance objectives set. The beneficiary, CCIAA, is foreseen to manage the project on behalf of the participating municipalities. The beneficiary will prepare projects, tender them out under joint procurement procedure and later follow implementation of works and monitor the results. Such an approach is expected to bring benefits in terms of optimisation of the use of resources for project management through centralisation of activities, and allow savings through economies of scale through bundling a number of projects under one tender. The ELENA assistance contributes substantially to the implementation of the Investment Programme by bringing in missing resources and expertise. The ELENA support is designed with the aim of strengthening the beneficiary's capacities in the area of utilisation of ESCO services and EPC.</p> <p>ELENA will co-finance both additional staff to be employed in the Project Committee and the provision of external services required for programme implementation. The Project Committee will be composed of a combination of existing staff working at the CCIAA, Provincial Council and municipalities and additional staff to be hired on short-term contracts. Altogether, some 16 experts will be hired supporting the Legal and Administrative Committee (3 staff), the Technical Team (11 staff) and the Evaluation Committee (2 staff). The Project Committee will be responsible for overall coordination of all the actions planned under the Investment Programme. External expert support will be used for project preparation (energy audits), preparation of the procurement process (tenders, evaluation, contracts) and project monitoring (commissioning, verification).</p>	
Description of the Final Beneficiary <i>[Local or regional authority, municipality, groupings of them, public body]</i>	
<p>The Camera di Commercio Industria Artigianato e Agricoltura di Foggia (CCIAA) is a chamber of commerce of the Foggia Province. The beneficiary complies with the requirements of a public body as it was created by a public authority, is financed for more than 50% by public sources and its internal procedures and accounts are subject to control by a public authority.</p>	
Role of the Final Beneficiary in the Investment Programme to be prepared	
<p>Chamber of Commerce of Foggia as Applicant and Lead Partner:</p> <ul style="list-style-type: none"> • Legal representative for the project. • Contract holder. • Responsible for project implementation. • Responsible for contacts and reporting to EIB and European Commission. • Responsible for management of technical assistance funds. • Responsible for project establishment of committees and for technical assistance contracts. • Responsible for promotion, information and dissemination activities. • Involvement in the dissemination of best practices. 	

2. Description of the Project Development Services

Aims and objectives of the Project Development Services

ELENA will co-finance both direct staff to be employed at the Project Committee and provision of external services required for programme implementation.

Indicative activities included in the Project Development Services (personal costs, external services, etc.) and main justification. Estimated total budget for the assistance including a detailed budget breakdown according to activities

Direct Staff

Additional direct staff will be recruited to support the work of the Project Committee units:

1. Technical Team (1 senior expert + 10 experts) responsible for:
 - carrying out energy audits,
 - defining energy consumption baselines, targets to be reached by ESCOs in terms of energy savings, and other technical contents related to the bids,
 - defining and planning the technical interventions,
 - defining technical projects,
 - providing municipalities with assistance,
 - technical monitoring of approved projects.
2. Legal and Administrative Committee (1 senior expert + 2 experts) responsible for:
 - drafting tender notices,
 - definition of admissibility and eligibility criteria for the participation to public tenders,
 - definition of evaluation criteria of the public tenders,
 - definition of timing of the interventions,
 - identification monitoring indicators,
 - definition of the time schedule related to the public tender,
 - drafting ToRs,
 - drafting of ESCO contracts,
 - validation of energy audits,
 - validation of EPC.
3. Evaluation Committee (1 senior expert + 1 expert) responsible for:
 - evaluation of ESCO proposals at admissibility and eligibility criteria,
 - technical economical and financial evaluation of the ESCO proposals,
 - preparation of the contracts to be signed with ESCOs,
 - definition of the procedure and timing related to the implementation of the approved interventions.

Additional direct staff will be recruited by the CCIAA according to current public procedures. The requested profiles are the following: Engineers, Architects, Energy Managers for the Technical Team; Lawyers, Economists and Fiscal Experts for the Legal and Administrative Committee and for the Evaluation Committee.

- 3 Senior Experts will be recruited (one for each of the 3 teams), each to be employed over approximately 10.1 months with a monthly cost of 5,170 EUR/expert.
- 13 Experts, each to be employed over approximately 6.4 months with a monthly cost of 2,710 EUR/expert.

Even if the workload is expected to occur over a relatively short period of time, the CCIAA chooses to appoint direct staff rather than external experts, as the nature of work is confidential and therefore there is a certain preference to keep these activities in-house.

External Experts

As regards external experts, a cost of 95 EUR/hour for technical external experts and 102 EUR/hour for legal external experts is assumed. Regarding the energy audit costs:

- For buildings, an average cost of 1.6 EUR/m² and 2,575 EUR per building is estimated,
- For public lighting, an average cost of 5.0 EUR/lamp is estimated.

The external experts who will be supporting the work of the Project Committee are planned to be used as shown in the following table:

Task	Responsibility	Scope	Job Profile	Person-hours	EUR/h	Costs
Energy Audit of the buildings	Technical Committee	Evaluation of energy performance of the buildings	Engineer - Architects- Energy Manager	5 421	95	515 000
Energy Audit of the public lighting plants	Technical Committee	Evaluation of energy performance of the lighting plants	Engineer - Architects- Energy Manager	2 105	95	200 000
Definition of tender specifications and individuation of financial criteria to develop bankable and cost effective investment program.	Legal and Administrative Committee	Defining the most effective ways for tenders, participation requirements, evaluation criteria	Lawyer, Economists, Fiscal Expert	735	102	75 000
Launching of public tenders	Legal and Administrative Committee	Public notifications, receiving proposals, request of clarifications management	Lawyer, Economists, Fiscal Expert	2 304	102	235 000
Evaluation of the bids and declaration of the awarders	Evaluation Committee	Building of examination board, technical evaluation of the proposals, evaluation of ESCOs requirements	Lawyer, Economists, Fiscal Expert	1 373	102	140 000
Drafting, signing and management of the contracts	Evaluation Committee	Drawing up the contracts, management variations and controversies	Lawyer, Economists, Fiscal Expert	833	102	85 000
Monitoring of implementation and timely execution of the contracts	Technical Committee	Evaluation of projects implementations, respect of the contracts, verifying of project time table, verifying performance indicators	Engineer - Architects- Energy Manager	2 474	95	235 000
Independent validation of energy audits and EPC contracts	Legal and Administrative Committee	Validation of energy audits and EPC contract models carried out by Inspection Body type "A" according to UNI CERI EN ISO/IEC 17020	Engineer - Economist- Energy Manager	316	95	30 000

Regarding the energy audit costs, please note the specific costs below:

- Buildings: estimated average cost of 1.57 Euro/m² and 2,500 EUR per building.
- Public Lighting: estimated average cost of 6.82 Euro/lamp.

Indicative implementation timetable for the Project Development Services, indicating the link between the Project Development Services and the Investment Programme

ELENA work programme will be developed from 1 January 2016 until 31 December 2018 (basing on the assumption that ELENA contract will be signed before the end of 2015).

The WP includes the following main steps:

1. START UP.
2. DEVELOPMENT OF THE INVESTMENT PROGRAMME.
3. INVESTMENTS.

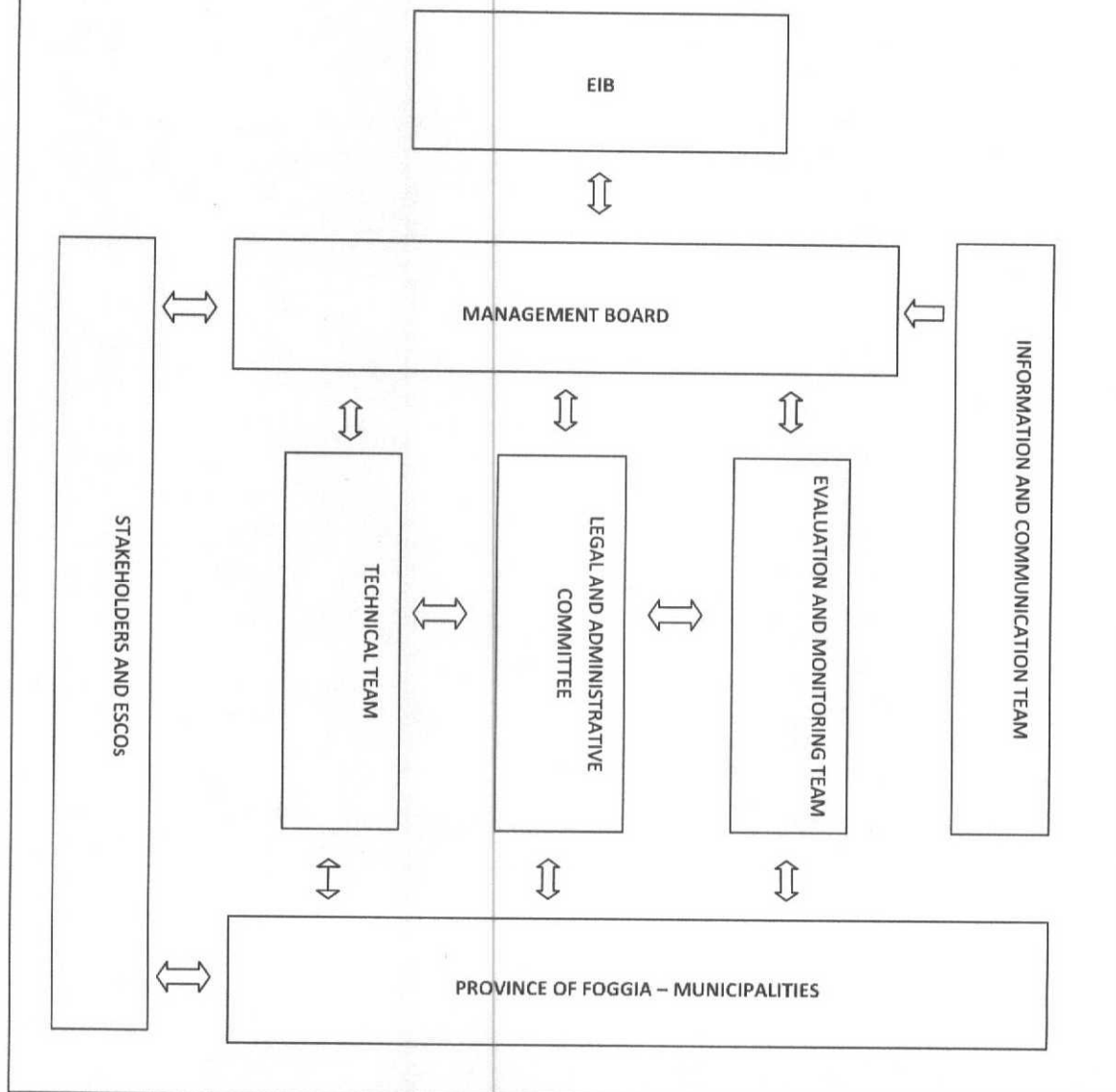
	Jan - Mar 2016	Apr - Jun 2016	Jul - Sep 2016	Oct - Dec 2016	Jan - Mar 2017	Apr - Jun 2017	Jul - Sep 2017	Oct - Dec 2017	Jan - Mar 2018	Apr - Jun 2018	Jul - Sep 2018	Oct - Dec 2018
START UP												
Building of project committees: recruitment of the internal personnel to be involved in the project	x											
Establishing a contractual framework for the use of external consultants to be inserted in the project committees	x											
Selection of the external specialists	x											
Setting up of project committees	x											
Setting up of communication plan at local, national and EU level		x										
INVESTMENT PROGRAMME												
Identification of roles and competences of municipalities and key actors in the development of the investment programme		x										
Check of the definitive number and typology of the buildings and public lighting plants object of the project		x										
Energy Audit of buildings and public lighting plants		x	x	x								
Individuation and selection of the potential EE interventions			x	x								
Establishing technical, architectonic and economic criteria to determinate the EE interventions to be implemented			x	x								
Definition of tender specifications and individuation of financial criteria to develop bankable and cost effective investment program.				x	x							
Launching of public tenders					x	x						
Evaluation of the bids and declaration of the awarders						x	x					
IMPLEMENTATION OF INVESTMENTS												
Each municipality signs contracts with ESCO companies						x	x					
Monitoring of implementation and timely execution of the contracts							x	x	x	x	x	

Description of the existing or planned structure/organisation for managing the preparation and implementation of the investment programme

The current personnel of the Chamber comprises 65 staff organised in the following manner:

- Secretary General:
 - Staff office (4 staff),
 - Studies and Statistics (3 staff).
- Registry and certification offices, market regulation:
 - Registry and certification offices, market regulation (20 staff),
 - Market regulation, consumer protection and public faith (13 units).
- Administration:
 - General affairs and personnel (7 staff),
 - Financial management (7 staff),
 - Purchase office (11 staff units).

The Chamber of Commerce of Foggia (CCIAA) will be responsible for the coordination and management of project implementation and reporting to the EIB. In order to manage the project, the CCIAA will establish a Project Committee. The Project Committee will be overlooked by the Management Board. Under supervision of the Management Board, four teams directly responsible for implementation activities are to be created. The anticipated structure is presented on the figure below.



[Handwritten signature]

1. The Management Board will be led by the Chamber of Commerce and composed of:
- Representatives of the CCIAA.
 - Representative of the Province of Foggia.
 - Representatives of the municipalities involved.
 - Representative of UNIONCAMERE.

The Management Board will be responsible for the overall financial and administrative implementation of the ELENA project. The Management Board will be supported by a team of experts as presented below.

2. The Technical Team will be composed of:
- Representatives of CCIAA.
 - Representatives of the Province of Foggia.
 - Representatives of the municipalities involved in the project.
 - A team of external technicians hired by CCIAA.
3. The Legal and Administrative Committee will be composed of:
- Representatives of CCIAA.
 - Representatives of the Province of Foggia.
 - Representatives of the municipalities involved in the project.
 - A team of external administrative experts hired by CCIAA.
 - Experts of an Inspection Body type "A" according to the UNI CEI EN ISO/IEC 17020.
4. The Evaluation Committee will be composed of:
- Representatives of CCIAA
 - Representative of the Province of Foggia
 - Representatives of the municipalities involved in the project.
 - A team of external administrative experts hired by CCIAA.
5. The Information and Communication Team will be composed of:
- Representatives of CCIAA.
 - Representative of the Province of Foggia.
 - Representative of UNIONCAMERE – the Italian Association of Chambers of Commerce.

The Committee will be responsible for:

- Conceptualisation and production of all the information and communication tools and materials
- Dissemination of project results at local, national and EU level.
- Dissemination of best practice.
- Promotion of "multiplying effect" towards the Italian and European Chambers of Commerce.

The Committees will be composed both by existing direct staff of CCIAA, Province of Foggia, municipalities and UNIONCAMERE and by additional direct staff hired for the purposes of the project by the CCIAA and financed by ELENA, as presented in the table below.

	PROJECT COMMITTEE	N° existing direct staff	N° of additional direct staff (ELENA)
1	Management board	10	-
2	Technical team	5	11
3	Legal and Administrative Committee	5	3
4	Evaluation Committee	8	2
5	Information and Communication Team	4	-
	Total	32	16

Applicants commitment to facilitate dissemination of experiences and results

Actions of promotion, information and dissemination will be implemented, at horizontal level, in every phase of the project by the Chamber of Commerce, the Province of Foggia and UNIONCAMERE Association. The main objective is to inform wide public, citizens and stakeholders about the project results and experiences realised in order to promote a "multiplying effect" and enable a rationale and shared participation in the initiatives to be implemented. The communication methodology strategy includes a presentation and promotion of the whole project and of its objectives in the initial phase, as well as a functional dissemination action crosswise each working phase concerning best practices and project results. Main elements of the dissemination activities could be resumed as follows:

- Website.
- Brochure of presentation of the project with graphic logo and slogan.
- On line Newsletter.
- Campaign for information and sensitisation to the wide public.
- Establishment of Energy Efficiency Information Point.
- Meetings with the target groups.

EU dissemination activities will be developed upon request of EC and EIB with the cooperation of UNIONCAMERE and EUROCHAMBRES in order to increase synergies with other EU projects and to reinforce visibility of the project results. Dissemination activities will not be funded by the ELENA facility.



3. Presentation of Investment Programme

Location of the planned Investment Programme
[country, region, province etc.]

The investment programme will be developed in the territory of 36 municipalities the province of Foggia. There are currently 61 municipalities in the province, of which 36 are involved in the ELENA project proposal:

1. Accadia; 2. Alberona; 3. Biccari; 4. Carapelle; 5. Carlintino; 6. Casalnuovo Monterotaro; 7. Casalvecchio di Puglia; 8. Castelluccio Valmaggiore; 9. Castelnuovo della Daunia; 10. Celenza Valfortore; 11. Celle di S. Vito; 12. Cerignola; 13. Deliceto; 14. Faeto; 15. Lesina; 16. Mattinata; 17. Monte Leone; 18. Monte Santangelo; 19. Mottamontecorvino; 20. Ortona; 21. Orsara; 22. Ortanova; 23. Pietramontecorvino; 24. Rocchetta; 25. Roseto Valfortore; 26. S. Agata di Puglia; 27. S. Marco in Lamis; 28. S. Marco la Catola; 29. S. Paolo di Civitate; 30. S. Severo; 31. Stornara; 32. Stornarella; 33. Torremaggiore; 34. Troia; 35. Volturara Appula; 36. Volturino.

Description of the planned Investment Programme
[Energy efficiency investments, investments in the production of renewable energy, freight and urban transport, a mix of them]

Objectives

The planned investment programme consists of substantial investments in improving the energy efficiency of the 206 buildings with a total surface of 317,673 m² and of the about 40,000 public lighting lamps of the 36 municipalities involved in the project.

Buildings

As regards the buildings, the typical EE measures that will be implemented can be resumed as follows:

- Thermal Insulation coating.
- Replacing windows frames with energy-efficient glass.
- Introduction of thermostatic valves.
- Replacing traditional boilers with heat pump or condensing boilers.
- Roof insulation.
- Replacing traditional lighting fixtures with low energy systems or LED technology.
- Introduction of smart home control systems for remote regulation of temperature in the rooms.

These measures will be implemented in four building typologies:

- Town halls and similar – 65 buildings.
- Lower Schools – 84 buildings.
- Upper Schools – 42 buildings.
- Gyms – 15 buildings.

The target of energy consumption after renovation is about 100 kWh/(m²a) expressed in final energy, which corresponds to 130 kWh/(m²a) in primary energy. The percentage of energy saving is about 52% respect to the starting point. The renovated buildings will meet the national minimum energy performance requirements and in most of the cases they'll go beyond the national energy performance standards.

Public lighting

As regards energy efficiency in public lighting, during the preparatory phase of the project proposal, the technical committee made a census in which it was put in evidence for each municipality involved:

- N° of street lamps.
- Localization.
- Technology used.

The most common technology currently used for roads public lighting is based on 250 W mercury lamps. The lighting systems are currently owned and managed by the municipalities and the lighting efficiency now is about 40-45 lm/W.

The typical EE renovation that will be implemented consists in the replacement of the complete lighting body (light fixture and lamp) with installation of:

- 60 W LED technology lamps.
- Smart Public Lighting Control Systems: these systems will allow the remote regulation (point by point) of the luminous flux, basing on: street typology, time, traffic fluxes.

The target lighting technology is LED and it's previewed an average decreasing of about 60% of public lighting energy consumption. After the project the lighting efficiency will be 110-115 lm/W.

Description of the approach to implement the Investment Programme

The project will use an Energy Performance Contracting approach for implementation, where the municipalities will enter into agreements with contractors - ESCO companies.

In a first step, the Project Committee will carry out energy audits for buildings and street lighting systems to assess the technical condition of the facilities, determine the energy consumption baseline and define the objectives to be achieved over the renovation, notably the minimum scope of works and the minimum level of savings. On that basis, the tender specifications will be drafted. The municipal buildings and lighting systems will be pooled in groups and tendered out under joint procurement procedure. Such an approach is expected to bring benefits in terms of optimisation of the use of resources for project management through centralisation of activities, and allow savings through economies of scale through bundling a number of projects under one tender. Bidding ESCOs will prepare their offers and propose an optimal scope of renovation measures with corresponding level of guaranteed savings. These will include a combination of the minimum required works as requested in the tender specification, with a set of additional measures recommended by ESCOs. The most economically advantageous offer will be selected and a contract with the winning ESCOs will be concluded. The contracts with the ESCOs are expected to have a duration of around 12-15 years. Under these contracts, the ESCOs will be obliged to carry out the renovation works, provide financing, maintain the facilities and guarantee the contractually agreed level of savings. The municipalities will remunerate ESCO companies on a basis of regular payments over the duration of the contract. According to the information presented by the CCIAA, the savings to be achieved will allow for remunerating ESCOs and for providing benefits to the municipalities, in terms of lower energy costs and better maintenance of the installations over the project lifetime.

The different steps in the project implementation process are summarised as follows:

- a) CCIAA will set up the Project Committee.
- b) The Technical Team will carry out energy audits of the buildings and the public lighting systems. These energy audits will aim at assessing the technical conditions of the buildings and establishing the energy consumption baseline. They would also allow defining of the minimum level of savings to be achieved by the ESCOs and would list the minimum scope of mandatory works to be delivered by ESCOs. They would also serve as a basis and help for the Evaluation Committee, for evaluating whether the ESCO bids are realistic.
- c) The Legal and Administrative Committee (by means of the technicians of the Inspection Body type "A" as individuated by the UNI CEI EN ISO/IEC 17020) will validate the energy audits in order to avoid incorrect assessment of the baseline consumption.
- d) The Technical Team will pool the municipal buildings and lighting systems in 4 or 5 homogenous groups, according to the geographical position and to the anticipated investment cost.
- e) The CCIAA will be responsible for tendering. The Legal and Administrative Committee of CCIAA will be responsible for preparing and launching the public tenders with qualified support of the "SUA - Stazione Unica Appaltante", an administrative body of the provincial administration, instituted in the Italian legislation by the Ministerial Decree 30 June 2011, in order to guarantee transparency, legality and efficiency in the field of public works and tenders.
- f) The Legal And Administrative Committee (by means of the technicians of the Inspection Body type "A" as individuated by the UNI CEI EN ISO/IEC 17020) will check and validate the EPC contracts according to the Italian legislation related to public works, particularly Legislative Decree n° 163/2006 and Decree n° 207/2010.
- g) The Evaluation Committee will evaluate the bids and will select the winners.
- h) The municipalities will sign contracts with the ESCOs.

- i) The ESCOs will carry out the technical interventions through shared saving contracts: energy performance contracts where the ESCOs guarantee the level of savings to be achieved after the works are carried out, and maintain the buildings over a contract duration of about 12-15 years. The ESCOs is only paid when the guaranteed savings level is reached. The planned interventions are only related to works and maintenance and not energy delivery.
- j) The Technical Team will monitor the results reached by ESCOs in terms of energy efficiency and will verify that the terms of Energy Performance Contracts signed with the municipalities are fully respected.
- k) The Information and Communication Team will promote vertical and horizontal dissemination activities at local, national and European level. UNIONCAMERE, in particular, will be responsible for promoting the model ELENA-CHAMBER OF COMMERCE through the Italian and European Chambers, in order to stimulate a multiplying effect.
- l) The Management Board will coordinate the Project Committee units. It will be the EIB interlocutor; and it will be responsible for the overall implementation of the project work plan, for ensuring the terms of the ELENA contract are complied with, and for implementing corrective mechanisms if necessary.

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]

According to Regional and National plans, the expected results coming from the implementation of ELENA Investment Programme in the province of Foggia could be estimated in terms of increase of energy efficiency of buildings and public lighting plants and reduction of greenhouse gas emissions.

BUILDINGS

As regards buildings, the average energy consumption, before the interventions, expressed in primary energy is about 210 kWh/(m²a).

This data reflects the average value of energy consumption of a great part of the public buildings located in the province of Foggia, as they have been built before 1990 and they generally don't have insulation, not windows double-glazed and their heating systems are obsolete. Furthermore, there are not solar panels for hot water heating. The cooling, if available, is given by mono split systems.

According to the current distribution of the different uses and taking into account the intended use, the value of 210 kWh/(m²a) is composed by:

- heating: 70%.
- lighting plus electrical equipment: 22%.
- cooling: 7%.
- hot water: 1%.

According to the conversion factors used for the calculation, the average values of final energy in the buildings (180 kWh/(m²a)) object of the study are:

- heating: 148 kWh/(m²a)
- lighting plus electrical equipment: 23 kWh/(m²a)
- cooling: 7 kWh/(m²a)
- hot water: 2 kWh/(m²a)

Referring to the buildings object of the project, it's possible to resume in the table below the annual energy consumption:

CONSUMPTION	sm	kWh - Heating	kWh - Lighting	kWh - Cooling	kWh - hot water
Town Halls and Similarars	58,968	8,668,296	1,362,160	433,414	123,832
Lower Schools	139,014	20,435,058	3,211,223	1,021,752	291,929
Upper Schools	109,506	16,097,382	2,529,588	804,869	229,962
Gyms	10,185	1,497,195	235,273	74,859	21,388
Total	317,673	46,697,931	7,338,246	2,334,896	667,113

The CO2 production related the heating and to the lighting is calculated as follows:

CO2 PRODUCTION	sm	kWh - Heating and Hot Water	kWh - Lighting and Cooling	Tonnes CO ₂ - Heating and Hot Water	Tonnes CO ₂ - Light and Cool
Town Halls and Similarars	58,968	8,792,128	1,795,575	2,061	987
Lower Schools	139,014	20,726,987	4,232,976	4,860	2,328
Upper Schools	109,506	16,327,344	3,334,457	3,828	1,833
Gyms	10,185	1,518,583	310,133	356	170
Total	317,673	47,365,044	9,673,142	11,107	5,320

The energy figures used to evaluate an indicative and potential energy saving in the buildings object of the project proposal, come from:

- Light Energy audits realized with an excel model able to evaluate the thermic building energy consumption.
- Statistic data taken from ENEA analysis and regional energy action plan.

Before the drafting of the Calls for tenders, in order to avoid problems related to incorrect assessment of the baseline consumption, the Technical Team will draft "in depth Energy Audits" developed between month 4 and 12 of the first year of implementation of the investment programme.

The estimated results coming from the implementation of EE measures on building are as shown below:

ANNUAL SAVINGS	sm	kWh - Heating and Hot Water	kWh - Lighting and Cooling	Tonnes CO ₂ - Heating and Hot Water	Tonnes CO ₂ - Light and Cool
Town Halls and Similarars	58,968	4,571,907	1,041,433	1,072	513
Lower Schools	139,014	10,778,033	2,455,126	2,527	1,210
Upper Schools	109,506	8,490,219	1,933,985	1,991	953
Gyms	10,185	789,663	179,877	185	88
Total	317,673	24,629,823	5,610,422	5,775	2,766

PUBLIC LIGHTING

As regards public lighting, energy efficiency measures will be implemented on about 44079 points of 35 municipalities. The typical EE renovation consists in the replacement of the complete lighting body (light fixture and lamp) with installation of:

- 60 W LED technology lamps;
- Smart Public Lighting Control Systems: these systems will allow the remote regulation (point by point) of the luminous flux, basing on: street typology, time, traffic fluxes.

The target lighting technology is LED and it's previewed an average decreasing of about 60% of public lighting energy consumption. The estimated results coming from the implementation of EE measures on public lighting are as shown below:

INVESTMENT - PUBLIC LIGHTING	
N° of lamps to be renovated	44,079
Annual Energy Consumption [kWh/a]	35,857,066
Annual CO ₂ Emissions [kgCO ₂ /a]	19,721,386
% of saving	60%
Annual Energy Saving [kWh/a]	21,514,240
Annual CO ₂ Saving [kgCO ₂ /a]	11,832,832

The summary of the results is presented below:

Investment area	Energy savings (GWh/year)	GHG savings (t CO ₂ eq/year)
Buildings	30.24	8,542
Public lighting	21.51	11,833
TOTAL	51.75	20,375

Expected other relevant results

The "expected other relevant results" of the project, could be identified as "medium and long term indirect results" coming from the implementation of the ELENA work plan in the province of Foggia and could be expressed in terms of:

- **Implementation of SEAPs**
Interventions of energy efficiency through ESCO contracts will carry money savings for the municipalities. These sums will be used to realize the interventions individuated in the SEAPs and not included in the ELENA project.
- **Capacity building**
Technical experiences and financing schemes implemented by the 36 municipalities involved, will constitute "Best Practices" for other municipalities and other Chambers of Commerce. The direct involvement of administrators and technicians from the municipalities develops knowledge and competences at sectoral level (energy) and horizontal in the implementation to complex projects. Multiplying effect at local, regional and national level is expected. Dissemination activities at EU level carried out with the support of UNIONCAMERE, will promote the "Foggia Model" towards European Chambers of Commerce.
- **Creation of local EE and RES chains**
The development of project activities will stimulate the start-up of local EE and RES chains with creation of new companies and promotion of new investments within both public and private sectors.
- **Employment**
The information available at this stage and the national and EU reports about green economy show that each Million Euro invested in energy efficiency, generates between 12 and 14 new typologies of job, so we expect to generate about 380-400 new full time employers (men/year) in the field of public lighting plants energy efficiency; about 650-680 new full time employers (men/year) in the field of buildings energy efficiency at local level.
- **Creation of energetic awareness**
The actions of energy efficiency implemented on public buildings and plants, will encourage local stakeholders and target groups to replicate the interventions on private buildings contributing to orient energy choices towards less energy intensive modes.

Expected overall investment cost

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

As regards the specific investment costs for buildings, we identified 4 building categories:

- City halls and similar.
- Primary schools.
- Secondary schools.
- Gyms and Swimming pools.

The cost breakdown of each category is presented in the tables below.

TOWN HALLS AND SIMILARS

Town Halls and Similars	65		
Total Lateral Area	15565,58 mq		
Total roof area	36335,67 mq		
N° of frames to be replaced	3706		
N° of LED lamps to be installed	11794		
	mq	cad	
Thermal insulation sides	€ 78,00		
Painting	€ 19,00		
Thermal insulation roof	€ 39,00		
Waterproofing + Repavaging	€ 45,00		
Replacing boiler		€ 6.000,00	
SMART Heating Control System		€ 3.800,00	
Frame replacing		€ 750,00	
Lamp replacing		€ 65,00	
COST OF TECHNICAL INTERVENTIONS			
Thermal insulation sides	€ 1.214.115,33		
Painting	€ 295.746,04		
Thermal insulation roof	€ 1.417.091,00		
Waterproofing + Repavaging	€ 1.635.105,00		
Replacing boiler	€ 390.000,00		
SMART Heating Control System	€ 247.000,00		
Frame replacing	€ 2.779.568,07		
Lamp replacing	€ 766.584,00		
Total	€ 8.745.209,44		
Euro/mq	€ 148,30		

LOWER SCHOOLS

Lower Schools	84		
Average Height of the Buildings			
Total Lateral Area	42515,47 mq		
Total roof area	99608,00 mq		
N° of frames to be replaced	10123		
N° of LED lamps to be installed	27803		
	mq	cad	
Thermal insulation sides	€ 78,00		
Painting	€ 19,00		
Thermal insulation roof	€ 39,00		
Waterproofing + Repavaging	€ 45,00		
Replacing boiler		€ 16.000,00	
SMART Heating Control System		€ 6.500,00	
Frame replacing		€ 750,00	
Lamp replacing		€ 65,00	
COST OF TECHNICAL INTERVENTIONS			
Thermal insulation sides	€ 3.316.206,45		
Painting	€ 807.793,88		
Thermal insulation roof	€ 3.884.712,00		
Waterproofing + Repavaging	€ 4.482.360,00		
Replacing boiler	€ 1.344.000,00		
SMART Heating Control System	€ 546.000,00		
Frame replacing	€ 7.592.047,73		
Lamp replacing	€ 1.807.182,00		
Total	€ 23.780.302,06		
Euro/mq	€ 171,06		

UPPER SCHOOLS

Upper Schools	42		
Average Height of the Buildings	12		
Total Lateral Area	30275,79 mq		
Total roof area	42674,67 mq		
N° of frames to be replaced	7209		
N° of LED lamps to be installed	21901		
	mq	cad	
Thermal insulation sides	€ 78,00		
Painting	€ 19,00		
Thermal insulation roof	€ 39,00		
Waterproofing + Repavaging	€ 45,00		
Replacing boiler		€ 16.000,00	
SMART Heating Control System		€ 6.500,00	
Frame replacing		€ 750,00	
Lamp replacing		€ 65,00	
COST OF TECHNICAL INTERVENTIONS			
Thermal insulation sides	€ 2.361.511,34		
Painting	€ 575.239,94		
Thermal insulation roof	€ 1.664.312,00		
Waterproofing + Repavaging	€ 4.927.770,00		
Replacing boiler	€ 672.000,00		
SMART Heating Control System	€ 273.000,00		
Frame replacing	€ 5.406.390,44		
Lamp replacing	€ 1.423.578,00		
Total	€ 17.303.801,73		
Euro/mq	€ 158,02		

GYMS

Gyms	15		
Average Height of the Buildings	9		
Total Lateral Area	11650,54947 mq		
Total roof area	10185 mq		
	mq	ac	
Thermal insulation sides	€ 69,87		
Painting	€ 13,00		
Thermal insulation roof	€ 21,00		
Waterproofing + Repavaging	€ 33,00		
Replacing boiler		€ 5.800,00	
SMART Heating Control System		€ 3.800,00	
COST OF TECHNICAL INTERVENTIONS			
Thermal insulation sides	€ 814.023,89		
Painting	€ 151.457,14		
Thermal insulation roof	€ 213.885,00		
Waterproofing + Repavaging	€ 336.105,00		
Replacing boiler	€ 87.000,00		
SMART Heating Control System	€ 38.000,00		
Total	€ 1.640.471,03		
Euro/mq	€ 161,07		

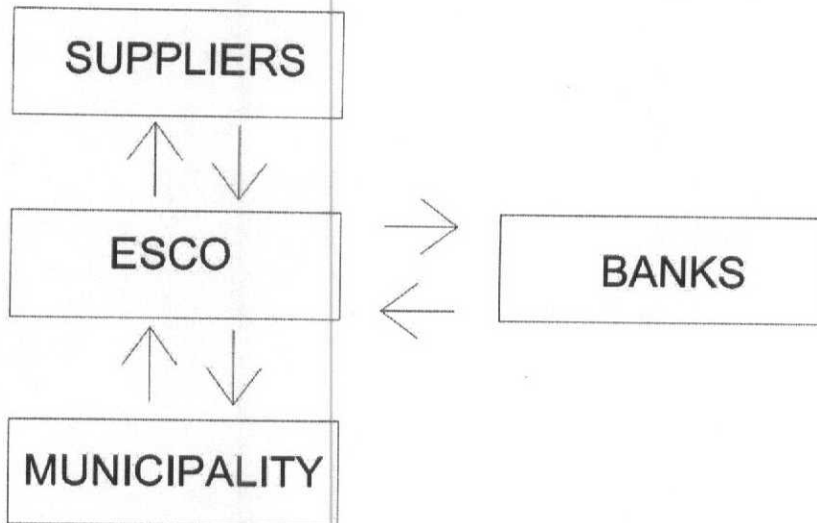
As regards public lighting, the number of lamps to be renovated is approximately equal to 44,079 and the average investment cost is about 680.00 euro/lamp. The reference taken for the unitary cost is DEI PRICE LIST – www.build.it – All the costs indicated don't include VAT.

In the table below, a complete summary of the investment:

INVESTMENT - BUILDING TYPOLOGY		INVESTMENT - COST CATEGORY	
Town Halls and Similar	€ 8,745,209.44	Insulation sides	9,536,094.02
Lower Schools	€ 23,780,302.06	Insulation roof	18,561,340.00
Upper Schools	€ 17,303,801.73	Heating System	3,597,000.00
Gyms	€ 1,640,471.03	Frames and lamps	19,775,350.24
Public lighting	€ 29,973,720.00	Public Lighting	29,973,720.00
Total	€ 81,443,504.26	Total	81,443,504.6

Preliminary financing plan for the Investment Programme

Both the interventions on buildings and public lighting are supposed to be off-balance sheet from the perspective of the municipalities, and should be realised according to Third Party Financing Schemes through the partnership with ESCOs (Energy Services Companies). Energy Performance Contracts will be signed between municipalities and ESCOs in order to realise the interventions. ESCOs are expected to finance around 20% of the project cost from own funds, while the remaining 80% is expected to originate from other sources (e.g. commercial banks).



Hereunder an outline of the financial rationale of the investment programme is presented, divided in Buildings and Public Lighting, demonstrating the bankability of the interventions:

BUILDINGS

ANNUAL SAVINGS	sm	kWh - Heating and Hot Water	kWh - Lighting and Cooling
Town Halls and Similar	58,968	4,571,907	1,041,433
Lower Schools	139,014	10,778,033	2,455,126
Upper Schools	109,506	8,490,219	1,933,985
Gyms	10,185	789,663	179,877
Total	317,673	24,629,823	5,610,422

Annual savings - kWh Heating	Annual savings - kWh Lighting	Annual savings - Mant. Heating	Annual Savings - Mant. Lighting	Total Savings
584,188.1	270,772	144,471	94,348	1,093,781
1,377,193.2	638,332	340,584	222,422	2,578,532
1,084,861.3	502,836	268,289	175,209	2,031,196
100,901.4	46,768	24,953	16,296	188,918
3,147,144.1	1,458,709	778,298	508,276	5,892,429

Column n° 1: Total floor surface.

Column 2 and 3: Energy Consumption for heating and hot water (2) and lighting and cooling (3).

Columns 4 and 5: Annual Savings for heating and lighting and cooling (euro).

Columns 6 and 7: Annual Savings for heating and lighting and cooling maintenance (euro).

Column 8: Total Savings (euro).

BUILDINGS	
Total sm	317,673
Total investment (Euro)	€ 51,469,784
Annual Savings (Euro)	€ 5,892,429
Simple Pay Back (years)	9

PUBLIC LIGHTING

INVESTMENT - PUBLIC LIGHTING	
N° of lamps (n°)	44,079
Annual Energy Consumption (kWh)	35,857,066
Annual Energy Cost (Euro)	€ 6,454,272
Annual Maintenance Cost (Euro)	€ 322,714
Total Annual Cost Public Lighting (Euro)	€ 6,776,985

INVESTMENT - PUBLIC LIGHTING	
N° of lamps to be renovated (n°)	44,079
Investment (Euro)	€ 29,973,720
Annual Energy Saving (Euro)	€ 21,514,240
Annual Saving for Energy (Euro)	€ 3,872,563
Annual Saving for maintenance (Euro)	€ 290,442
Simple Pay Back (year)	7

The energy unit price used for the analysis of the public lighting is 0.18 Euro/kWh.

According to the approach we defined, ESCOs will be responsible of evaluating and implementing a set of energy efficiency measures, specific for each building object of the project, that meet the requirements of the tenders launched. Feasibility Study has been drafted as a sort of technical and financial pre-feasibility analysis to be discussed with the target groups.

Preliminary implementation timetable for the Investment Programme

The investment programme will run from the beginning of the 2016 to the end of 2018 (assuming the signature of the contract before the end of 2015). Some investments might be continued in 2018 but all ESCO contracts will be approved and signed with municipalities before 31 December 2018.

4. Overview table: Milestones presentation for measuring leverage factor

Reporting time (end of year)	Estimated budget Project Development Service		Milestones for Investment Programme implementation (indicate here the part of the total Investment Programme which is planned to be launched at the indicated reporting time)				Leverage factor according to phasing + milestones			
	Staff costs [in EUR]	External experts / subcontracts [in EUR]	Sub-total [in EUR]	Short description of area, technologies concerned ¹	Identifi- cation of investor ²	Estimated total costs [EUR]		Estimated annual final energy saved for EE projects ³ [in GWh]	Estimated annual final energy production by RES ⁶ [in GWh]	Estimated annual reduction of CO ₂ eq [in t]
Year 1	233 880	358 100	591 980	-	-	0	0.00	0.00	0	0
Year 2	381 500	1 097 550	1 479 050	EE in buildings and public lighting plants	ESCOs	57 010 450	36.53	0.00	14 982	43
Year 3	381 500	1 515 000	1 896 500	EE in buildings and public lighting plants	ESCOs	81 443 500	51.75	0.00	20 375	48
TOTAL⁴	381 500	1 515 000	1 896 500	EE in buildings and public lighting plants	ESCOs	81 443 500	51.75	0.00	20 375	48
Interim report (month 18)	307 690	727 830	1 035 520	EE in buildings and public lighting plants	ESCOs	37 056 800	44.14	0.00	10 449	40

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

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 Senior Expert (3 people)	5 170	3 x 10.1	157 080
2 Expert (13 people)	2 710	13 x 6.4	224 420
Total direct staff costs			381 500
External experts / subcontracts			
Type of activities / support	Description of tasks to be carried out		Total [EUR]
Energy Audit of the buildings	Evaluation of energy performance of the buildings		515 000
Energy Audit of the public lighting plants	Evaluation of energy performance of the lighting plants		200 000
Definition of tender specifications and individuation of financial criteria to develop bankable and cost effective investment program.	Drafting definitive projects - assembling the interventions in bankable and cost effective investment programmes and Defining the most effective ways for tenders, participation requirements, evaluation criteria		75 000
Launching of public tenders	Public notifications, receiving proposals, request of clarifications management		235 000
Evaluation of the bids and declaration of the awarders	Building of examination board, technical evaluation of the proposals, evaluation of ESCOs requirements		140 000
Drafting, signing and management of the contracts	Drawing up the contracts, management variations and controversies		85 000
Monitoring of implementation and timely execution of the contracts	Evaluation of projects implementations, respect of the contracts, verifying of project time table, verifying performance indicators		235 000
Independent validation of energy audits and EPC contracts	Validation of energy audits and EPC contract models carried out by Inspection Body type "A" according to UNI CER EN ISO/IEC 17020		30 000
Subtotal external experts / subcontracts			1 515 000
ESTIMATED TOTAL ELIGIBLE COST			
Direct staff costs			381 500
External experts / subcontracts			1 515 000
TOTAL eligible costs [in EUR]			1 896 500
FUNDING			
Requested funding from ELENA facility [in EUR]; maximum 90%	in%	90 %	1 706 850
Own funding [in EUR]	in%	10 %	189 650
Other sources [EUR]	in%	0.0%	0
TOTAL funding [in EUR]			1 896 500
Within the ELENA facility eligible costs are defined as follows:			
<ul style="list-style-type: none"> • costs of external experts contracted by the EIB or the Beneficiary according to the national and EC procurement rules • additional staff hired by the 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. Changes within one cost category are possible without any approval. Changes between the two categories need prior approval by the EIB and should be limited to a maximum of 10% of the total Final Beneficiary's budget.			

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 area's covered

Project Development Services can be provided for the development of Investment Programmes within 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 or RES, along with decentralised combined heat and power systems (building or neighbourhood level);
- urban transport to increase energy efficiency and support integration of renewable energy sources, e.g. clean and energy-efficient road transport vehicles, trams, trolleybuses, metros, and trains; investments to improve public transport and its seamless link to private transport;
- investments in clean and energy-efficient solutions for freight logistics in urban areas. Transport infrastructure has to be specifically targeted at energy savings, renewable energy sources and/or reducing greenhouse gas emissions (GHG);
- 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.

2. Excluded sector

According to the request of the European Commission the following sector is 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;
- industrial facilities, and reduced greenhouse gas emissions due to industry delocalisation.

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	Camera di Commercio Industria Artigianato e Agricoltura di Foggia
Contact person	<i>Matteo Salvatore Di Mauro</i>
Title	<i>Dr.</i>
Function / Department	<i>Secretary General of Foggia Chamber</i>
Address	<i>Traversa Viale Fortore, 71121 Foggia (Italy)</i>
Phone	<i>+390881797239</i>
Fax	<i>+390881797333</i>
Email	<i>matteo.dimauro@fq.camcom.it</i>

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 project's implementation

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

Report / information	Deadline	Frequency of reporting
Inception report – detailed work programme <i>(Refer to template A.1 below)</i>	<i>Due after three months, to be delivered one month later (3+1)</i>	<i>Once</i>
Bi-annual progress reports <i>(Refer to template A.2 below)</i>	<i>Covering the last six months from project start, to be delivered one month later (6+1; 12+1; 18+1 can be merged with interim report; 24+1 and 30+1)</i>	<i>Bi-annually</i>
Interim report <i>(Refer for template to A.3 below, should reflect the actual cost and results of project advancement)</i>	<i>According negotiation with beneficiary (normally due in month 18+1) covering the whole project duration since start</i>	<i>Normally at project half time</i>

3. Final report on implementation of project development service

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

Document / information	Date of delivery to the Bank
<i>Information to be provided by chronologically, according to the form presented in Appendices A.4. This information should reflect the actual costs and results of the projects.</i>	<i>Normally month 36+1 Covering the whole project duration</i>

Language of reports	English or French
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Appendices:

- A.1 Inception report – Detailed work programme
- A.2 Bi-annual progress report
- A.3 Interim report including financial statement
- A.4 Final implementation report including financial statement

Handwritten signature or initials in the bottom right corner of the page.

A.1. INCEPTION REPORT – DETAILED WORK PROGRAMME

Name of project:

Number of project:

Reporting period: project start + 3 months

1. Detailed work programme

[in particular changes in relation to initial programme and their justification; tasks, schedule and pre-established milestones]

2. Identified issues, if any for implementing the work programme

Date of report:

A handwritten signature in black ink, consisting of a stylized 'R' or 'B' followed by a flourish.

A.2. BI-ANNUAL PROGRESS REPORT

Name of project:

Number of project:

Reporting period: month x until month x+5

1. Work progress

[Progress and achieved results against initial objectives of the work programme, including, when available, copies of consultants' reports, studies or other subcontracted activities such as ToRs and published calls for external services]

2. Identified problems and risks for implementation

[Including the comments of the beneficiary, and corrective actions taken or to be taken]

3. Contracts of technical assistance (external experts / subcontracts) committed/completed during the reporting period

Use attached table A.2.1.

4. Updated list of started / planned implementation of the Investment Programme during the reporting period

Use attached table A.2.2.

5. Changes in the planned activities under the Project Development Services or in the Investment Programme and other useful information

6. Financial statement

[for the covered six month period]

Use attached table A.2.3.

Date of report:



A.2.2. Updated list of started / planned implementation of the Investment Programme

Realised investments:

Investment project (IP) identification	Name of IP ⁵	Short description of area / technology concerned ⁶	Identification of investor ⁷	Estimated total costs	Implementation plan	Estimated annual final energy saved for EE projects ⁸	Estimated annual final energy production by RES	Estimated annual reduction of CO ₂ eq	Estimated employment created	Comments
				[EUR]	(start and end date of works)	[in GWh]	[in GWh]	[in t]	[in FTE]	
TOTAL										

Potential investments (Public Tender – PT) – potential contracts:

Public Tender (PT) identification	Name of PT ⁹	Short description of area / technology concerned ¹⁰	date of PT publication ¹¹	Estimated total costs	Implementation plan	Estimated annual final energy saved for EE projects ¹²	Estimated annual final energy production by RES	Estimated annual reduction of CO ₂ eq	Estimated employment created	Comments
				[EUR]	(start and end date of works)	[in GWh]	[in GWh]	[in t]	[in FTE]	
TOTAL										

5

IP = Investment project

6

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

7

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

8

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

9

PT = Public Tender

10

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

11

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

12

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

15/12/2015

A.2.3. Financial Statement n°

**European Investment Bank
ELENA - European Local Energy Assistance
Financial Statement**

Name of project:	
Number of project:	
Reporting period from: aa/bb/cc to xx/yy/zz	
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	Hourly rate	Staff costs amount
			A	B	AxB
1					
2					
3					
4					
5					
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/yy)	Amount
1					
2					
3					
4					
5					
				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:

Number of project:

Reporting period: start month till month x (according to common understanding with beneficiary, in general month 18)

1. Work progress

[Progress and achieved results against initial objectives of the work programme]

2. Lessons learnt

3. Identified problems and risks for implementation

[Including the comments of the beneficiary, and corrective actions taken or to be taken]

4. Contracts of technical assistance (external experts / subcontracts) committed/completed during the reporting period

Use attached table A.3.1.

5. Updated list of started / planned implementation of the Investment Programme

Use attached table A.3.2.

6. Calculation of the leverage factor achieved

7. Other useful comments or information's

8. 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]

9. Supporting documents to provide

[when available, copies of consultants' reports, studies or other subcontracted activities such as 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]

10. Financial statement

[for the covered period, since project start]

Use attached table A.3.3.

11. Outlook

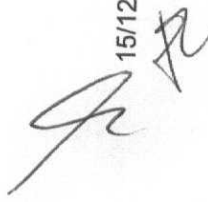
[Main achievements and milestones planned for the next six months]

Date of report:



A.3.1. Contracts of technical assistance (external experts / subcontracts) committed/completed during the reporting period

Nb of subcontract	Name of external consultant / subcontractor	Short description of mission	Expected total costs of subcontracts [EUR]	Duration of subcontracts (start and end date)	Procurement procedure applied	Tender publication references (e.g. OJEU announcement)	Comments
TOTAL							



 15/12/2015

A.3.2. Updated list of started / planned implementation of the Investment Programme

Realised Investments:

Investment project (IP) identification	Name of IP ¹³	Short description of area / technology ¹⁴ concerned	Identification of investor ¹⁵	Estimated total costs [EUR]	Implementation plan (start and end date of works)	Estimated annual final energy saved for EE projects ¹⁶ [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
TOTAL										

Potential investments (Public Tender – PT) – potential contracts:

Public Tender (PT) identification	Name of PT ¹⁷	Short description of area / technology ¹⁸ concerned	date of PT publication ¹⁹	Estimated total costs [EUR]	Implementation plan (start and end date of works)	Estimated annual final energy saved for EE projects ²⁰ [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
TOTAL										

¹³

¹⁴ IP = Investment project

¹⁵ Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(ies)/measure(s) implemented

¹⁶ Indicate the final investor, the one who will order the work to be carried out

¹⁷ Indicate the main type of energy saved or produced (thermal or electrical)

¹⁸ PT = Public Tender

¹⁹ Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(ies)/measure(s) implemented

²⁰ Indicate the final investor, the one who will order the work to be carried out

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:

Number of project:

Reporting period from:
aa/bb/cc to xx/yy/zzCurrency 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		Staff costs amount
			A	B	
1					AxB
2					
3					
4					
5					
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° ²¹	Date of invoice (dd/mm/yy)	Amount
1					
2					
3					
4					
				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

²¹ As proof for the engaged costs for external experts / subcontracts an electronic copy of the invoices paid is requested to be supplied together with the Interim Report

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 handwritten signature in black ink, consisting of a stylized 'J' followed by a flourish and a small mark above it.

A.4. FINAL REPORT

Name of project:
Number of project:

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.

3. Final list of the implemented investment programme
[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 project duration]
Use attached table A.3.3.

6. Other useful comments or information's

7. Supporting documents to provide
[when available, copies of consultants' reports, studies or other subcontracted activities such as 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 in the implementation of the investment programme]

Date of report:

Annex V : Fiche for requesting ex-ante comments on the terms of reference 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 200 000 Euro, 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:

Number of project:

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 - IEE funding & legal disclaimer

Instructions for displaying the IEE 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.

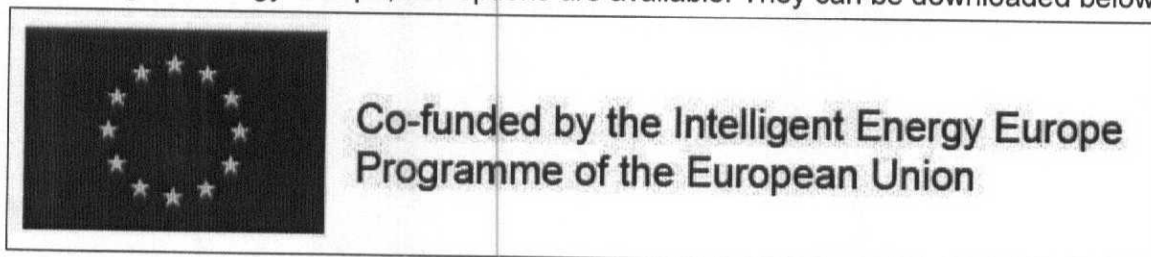
The names of programmes, such as Intelligent Energy Europe (IEE), shall be used as verbal brands, i.e. references to them will be made without a regulated visual mark or logo.

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 Intelligent Energy Europe Programme of the European Union" in their communication.

The EU emblem

The name of the EU programme 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.

For Intelligent Energy Europe, two options are available. They can be downloaded below:



The banner can be downloaded in different formats and sizes from:

http://ec.europa.eu/energy/intelligent/implementation/communication_en.htm.

If used on websites, please link the banner image to the webpage of the ELENA facility (www.eib.org/elena).

For more information on the IEE visual identity, all versions of the IEE logo and the rules governing their correct use, please consult the IEE graphic charter on:

http://ec.europa.eu/energy/intelligent/implementation/communication_en.htm.

Please find below some practical examples of how to proceed:

- Project websites: please display the IEE banner 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 project logo (if available), the IEE banner and the disclaimer.
- Published papers: we recommended that you add a short text acknowledging the IEE Programme co-funding at the end of the paper.

Handwritten signature

- Slides: please use your institution or company logo and the IEE banner 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 related to ELENA project-related publications.

Instructions for displaying the correct legal disclaimer

In addition to the IEE programme banner you will also need to display the following legal disclaimer on any written information produced for your project or 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 Project Factsheet

Location	Province of Foggia (36 municipalities located in its territory).
Beneficiary	Camera di Commercio Industria Artigianato e Agricoltura di Foggia
CoM signatory	No. the participating municipalities are.
Sector	Energy efficiency in buildings and public lighting.
Total PDS cost	EUR 1 896 500
Elena contribution	EUR 1 706 850 (90%)
Project development services (PDS) financed by ELENA	ELENA will co-finance both direct staff to be employed at the Project Committee and provision of external services required for programme implementation.
Description of ELENA operation	The project aims at improving the energy efficiency of public buildings and public lighting systems located in 36 municipalities of the Province of Foggia, using the Energy Performance Contracting approach.
Timeframe	1 January 2016 – 31 December 2018
Basis for investment identification	<ul style="list-style-type: none"> • Agreements on cooperation under the investment programme with 36 municipalities. • Realisation of the SEAPs in the 36 municipalities of the Province of Foggia. • Realisation of light energy audits for the municipal buildings and public lighting systems. • Market consultations.
Investment programme description	<p>Concerning buildings, the project aims at renovating over 200 sites with a total surface estimated at around 317,000 m². This includes administration buildings, schools and sports facilities. The energy efficiency measures will include improvements to building envelopes, HVAC systems and lighting systems.</p> <p>Concerning public lighting, some 40 000 lighting points are expected to be refurbished altogether. The current technologies (mostly sodium-vapour lamps) will be replaced with LED lighting.</p>
Investment to be mobilized	EUR 81 443 500
Expected results	<ul style="list-style-type: none"> • Energy savings in buildings of 30.24 GWh/a. • Energy savings in public lighting of 21.51 GWh/a. • GHG emission reduction of 20,375 tCO₂eq/a.
Leverage factor (Minimum 20)	48
Market replication potential	The market replication potential of the project is considerable. It is not the first EPC project in Italy that is supported by ELENA. However, it is the first project that puts forward cooperation between local authorities and a local chamber of commerce. It is expected that the chamber of commerce will be very well positioned to later replicate and disseminate the results of the project through the associations of chamber of commerce at both national and European level. The project will have the replication potential at the provincial and regional level, where the other municipalities of the Province of Foggia and the Region of Puglia will have a great opportunity to use the experiences of the project to advance with their 20-20 agendas.
Project status	Approved by the EC.
Contact person at Beneficiary	Mr. Matteo Salvatore Di Mauro

Annex VIII : EIB Guide to Procurement



European Investment Bank Guide to Procurement



Handwritten initials/signature

ATTESTAZIONE DI CONFORMITÀ

(ai sensi dell'art. 22, comma 2 e 3, D. Lgs. n. 82/2005)

Il sottoscritto Mario Guidone, ai sensi dell'art. 22, comma 2, D. Lgs. N. 82/2005, attesta che il documento informatico che precede, formato da n°56 pagine (cinquantasei) è conforme al documento analogico originale da cui è tratto che è detenuto presso gli archivi dell'Ufficio.

Postazione 5114 – Ufficio Gestione flussi documentali

CCIAA_FOGGIA

Mario Guidone