



LIFE **CITYADAP3**

Basis for granting aid to co-finance the implementation of a local climate change adaptation project

Life CITYAdaP3 LIFE 19 CCA/ES/001209

Terms and conditions for the Call for Ideas answer (Task C3.3)

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Background

The European Commission adopted its new strategy on adaptation to climate change in February 2021. This new strategy establishes how the European Union can adapt to the inevitable impacts of climate change, and be climate resilient by 2050. However, these political efforts will only yield results if they are accompanied by adaptation actions on the ground. Local authorities point to the lack of financial resources as the main obstacle to effective implementation of climate change adaptation planning.

In this regard, the main objective of LIFE CITYAdaP3 is to mobilise financial resources for urban adaptation to climate change through the involvement of the European private sector. This will be done in two ways:

- i) through the development of public-private cooperation schemes between businesses and local authorities;
- ii) through the integration of adaptation to climate change in issues of Corporate Social Responsibility (CSR).

The project is directly linked to the European Green Deal and to the EU Strategy on Adaptation to Climate Change; specifically, with Action 3 on promoting adaptation action by cities throughout the initiative of the Covenant of Mayors.

The project will result in the signing of at least 15 collaboration agreements between local authorities and companies. This collaboration will involve an investment of EUR 200.000 by the private sector to co-finance 4 pilot actions on urban adaptation to climate change and their participation in stakeholders for the monitoring of the PACES/Adjustment Strategy.

The implementation of these pilot actions will have the following quantified results:

- Creating a climate-resilient pedestrian and cycling road to improve mobility between urban and industrial areas of Sewer;
- Reforestation of urban parks in Molina de Segura and Reggio Emilia to reduce the effects of urban heat island (UHI)
- Improvement of water drainage through the implementation of Sustainable Drainage Urban Systems (SUDS) in Molina de Segura and Alcantarilla;
- Restoration of urban heads in Lorquí to avoid detachments and restoration of a cave house, an example of an ecologically sustainable house.
- Rehabilitation of an educational greenhouse in Molina de Segura to turn it into a bioclimatic classroom that will be used for climate change awareness activities;
- Evaluation of the streets of Molina de Segura and definition of climate-resistant roads between the bioclimatic house and the urban park;
- Reforestation of 4 parks in Reggio Emilia following criteria and designs adaptive to climate change.

As for the transfer and replication actions, the project will involve 12 other municipalities (9 in Spain, 3 in Italy) to work side by side in obtaining private support for the financing of urban adaptation actions and the opportunities offered by CSR in this regard.

Finally, as a result of the dissemination actions, efforts will be made to raise awareness among local people about the importance of urban adaptation to climate change.

1st.- Object of the call

It is the subject of this call to grant aid, within the LIFE CITYADAP3 project (led by the Federation of Municipalities of the Region of Murcia), for the co-financing of the implementation of an action that effectively contributes to making an urban area of the municipalities associated with the FMRM more healthy, habitable and resilient to the threats of climate change, prior to the selection of the corresponding project by the jury constituted for that purpose.

For the purposes of this call, it is understood that the envelopes, roofs and facades of buildings and public spaces located on urban soil are part of the urban public space.

This call is part of Action C3.3. (*“Call for Climate Change Adaptation ideas based on PPP schemes”*) of the European LIFE CITYAdaP3 project. Local authorities, with at least one company located in the municipality, will have the opportunity to present a project idea for local adaptation to climate change.

2nd.- Project requirements.

Action projects must meet the following requirements:

- Be led by any of the municipalities associated with the FMRM, which do not belong to the consortium of the LIFE CITYAdaP3 project.
- Have the support of at least one company located in the municipality, which undertakes to contribute financially (not as a contribution in kind) to the implementation of the action through its CSR.
- To accompany, signed on all its sheets, the Collaboration Agreement in Annex I. Only collaboration agreements signed with privately owned companies will be accepted, unless there are several signatory companies, in which case it will be accepted that one of them is owned by the applicant municipality.
- Aim to adapt to the climate change of the municipality.
- Set, at the latest, a period of twelve months, from the date of notification of the termination of the competition, for the implementation of the planned action.

3 rd.- Obligations of the winner

The obligations of the winner shall be:

- Co-finance the percentage not financed by this aid
- Those derived from the realisation of the project
- Obtain any administrative permits that may be necessary for the development of the activity covered by the aid
- Respect the principle of no significant harm to the environment (DNSH principle, “Do No Significant Harm”).
- Prepare the project budget taking into account contrasted market prices
- Execute the winning performance according to the submitted and selected project.

4th.- Documentation to be presented

Each entity may submit to the competition a maximum of two proposals, including:

- Description and justification of the subject matter and scope of the action to be carried out, the content of which shall not exceed 5 pages and must express at least the background, the relationship with the environment, the description of the works to be undertaken and their compliance with the evaluation criteria (action capacity, impact, innovation and affordability), and must be accompanied by the following documents:
 - o Location plan (with a maximum radius of 1 km)
 - o Photographs of the current state
 - o Infographics showing their status after the performance
 - o Budget of the action, with the items organised in the categories shown in the template provided, clearly distinguishing those that are financed with the help of the LIFE CITYADAP3 project, with the contribution of the company and with the contribution of the City Council.

- Collaboration agreement signed with the co-financing company of the action
- Responsible declaration on the implementation of the project in time and form
- Responsible declaration on compliance with the DNSH principle, according to the model attached in Annex II.

5th.- Presentation of proposals

The deadline for the submission of proposals shall be 60 calendar days, starting from the following that of the publication of the notice of the call and its bases.

Proposals may only be submitted electronically by sending them to the following e-mail address: lifecityadap3@fmrm.es.

In case of omission or defect, the presenter of the municipality will be required to carry out the corresponding correction within a maximum period of 10 calendar days following that of the request.

6th.- Composition of the jury

Once the deadline for submission and, where appropriate, the completion of the projects, a jury will be set up, which will be the body responsible for evaluating and classifying the proposals submitted, in order to determine the project to which the aid subject of the call must be granted, since it corresponds to the highest score according to the evaluation criteria set out in these bases.

The Jury will be composed of individuals independent of the participants in the call. Its composition shall be:

- President of the Jury: President of the Federation of Municipalities of the Region of Murcia
- Secretary of the Jury: general Secretary of the Federation of Municipalities of the Region of Murcia
- Four vowels:

- Representative of the CSR Chair of the University of Murcia
- Representative of CROEM
- Representative of CARM's Directorate-General for Territory and Architecture
- Representative of EuroVértice Consultores

The Jury may invite experts in the field covered by the competition to the deliberation sessions, with a voice, but without a vote.

7th.- Functions of the Jury

The functions of the jury will be as follows:

- Analysis and appraisal of the projects submitted, reflecting in a record their assessments, observations and any other aspects deemed appropriate.
- Drawing up the lists of eligible and excluded projects, with expression of the reason for exclusion.
- Issue of a report, signed by all its members, reflecting the rating of all projects, ordered from highest to lower score, together with the comments or clarifications that are considered appropriate to make regarding the valuation, from which will be transferred to the FMRM.
- Proceed with the delivery of the aid to the project with higher score.

8th.- Organisation and operating regime of the jury

The jury shall meet at the invitation of its secretary, at the order of its chairman. Its full members will be convened to a single session, who will transfer the call to their alternate when they are unable to attend. For the valid constitution of the jury, for the purpose of holding meetings deliberations and taking agreements, the presence of the president, or person to whom he has delegated, as well as of the secretary and of at least half of the members, members or alternates shall be required.

The agreements will be adopted by a simple majority of the attendees, counting the president with the vote of quality to settle the draws that may occur.

9th.- Valuation criteria

The assessment criteria for the award of the aid shall be as follows:

- Capacity for action (20 points): appropriate definition of the time frame, activities, main milestones and challenges.
 - Expected execution time (10 points)
 - Includes planning (Gantt's diagram) of the action (10 points)
- Impact (40 points): ability of the proposal to mobilise CSR capital and to be escalated or replicated in other areas, in addition to achieving socio-economic and environmental benefits.
 - Private co-financing rate (20 points)
 - <10 %, 5 points
 - 10-25 %, 10 points
 - 25-50 %, 15 points
 - > 50 %, 20 points

- Socio-economic and environmental benefits (20 points)
- Innovation (20 points): nature-based solutions (SBN) will be positively evaluated.
- Affordability (20 points): participants must provide documentary evidence that they have sufficient resources to implement the project.
 - Certificate of credit availability for the part co-financed by the municipality (20 points)
 - Responsible declaration of the Mayor's office pledging to provide sufficient credit for its execution (10 points).

These criteria will be those used by the jury to score the different proposals submitted to the competition.

10th.- Amount and payment of the aid

The aid for the winning project will be **EUR 35.000**.

The amount of the prize will be paid directly to the company awarded the performance contract. To do this, the company will issue a specific invoice to the Federation of Municipalities of the Region of Murcia, for the value of the aid, in concepts related to the project. The award beneficiary municipality will specifically include this point in the Administrative Clauses Statement corresponding to the procurement procedure for the action to be awarded. All this, in accordance with the Law on Public Sector Contracts (Law 9/2017).

1. Annex I

COLLABORATION AGREEMENT BETWEEN THE CITY COUNCIL OF ... AND THE COMMERCIAL ... FOR THE IMPLEMENTATION OF LOCAL CLIMATE CHANGE ADAPTATION ACTIONS FOLLOWING THE LIFE CITYADAP3 PROJECT METHODOLOGY

Instead, to date

INTRODUCTION — JUSTIFICATION

As cities become relevant actors in climate change, it is also necessary to finance and involve the private sector, which, in addition to governments' efforts, must participate through neutral collaborative platforms outside formal public procurement processes¹. The CSR policies of companies can become the right channel to develop collaboration agreements with different stakeholders with the aim of designing, selecting and carrying out climate change adaptation projects of local communities in which the company's activity impacts. Through these agreements, it would be possible to develop the inclusive approach of the environmental, social and environmental dimension of sustainability since the effects of climate change encompass the three dimensions.

GATHERED TOGETHER

On the one hand, Mr/ **Ms D./Dña. Mayor/sa**, in his capacity as Mayor/sa of the **AYUNTAMIENTO DE...**, hereinafter "City of...", authorised for this act by agreement of the Local Government Board dated **XXXX**, and

On the other hand, Mr/ **Ms D./Dña. Representative of the company**, in his **capacity as** the commercial company, hereinafter "**Reduced name of the company**", enabled by power deed/constitution **XXXX description of the deed XXXX**

EXHIBIT

First.- The City Council of ... is aware of the need for local action to combat the effects of climate change in the municipality of ... In this scenario, the City Council of ... participates in the contest of ideas of the European project LIFE19 CCA/ES/001209 (hereinafter LIFE CITYAdaP3) with the

¹ Forética, 2017

aim of mobilising private collaboration for adaptation to climate change. And within the framework of this project, the City Council of... has identified a concrete pilot action for local adaptation to climate change within its municipal competences.

Second.- That this pilot project consists of... and supposes a total investment of...

Third.- That the company, develops its Corporate Social Responsibility (CSR) policy in various aspects such as... In addition, aware of everyone's responsibility in the fight against climate change, it is interested in contributing through CSR actions to generate a positive impact on their local environment.

Fourth.- That the company is interested in collaborating in the development of the pilot action (NAME ACTION)... and in the adaptation to climate change of the municipality...

Fifth.- For the purposes referred to above, the two parties have agreed to conclude an agreement on business collaboration in activities of general interest as provided for in Article 25 of Law 49/2002, of 23 December, on the Tax Regime of Non-profit-making Entities and Tax Incentives to Patronage.

For all these reasons, such cooperation shall be carried out in accordance with the following:

CLAUSES

FIRST.- OBJECT.

The purpose of this agreement on business collaboration in activities of general interest is to establish the arrangements for cooperation between the parties in order to promote and facilitate the implementation of the pilot action... within the framework of the LIFE CITYAdaP3 project.

In order to achieve this objective, the undertaking undertakes to make the financial contributions indicated in Commitment II (a) of the undertaking.

For its part, the City Council undertakes to disseminate the participation of the company in its activities in the terms indicated.

SECOND.- NATURE OF THE CONVENTION

Both parties declare that the present agreement of business collaboration in activities of general interest has the nature of those provided for in Article 25 of Law 49/2002, of 23 December, on the Tax Regime in Non-profit-making Entities and Tax Incentives to Patronage and that, in no case, must it be considered to pursue the purposes of the advertising sponsorship contracts set out in Article 24 of Law 34/1988 of 11 November 1988, General Advertising.

For all purposes, the dissemination of the participation of the company in the activity of the Municipality shall not constitute a provision of services.

THIRD.- COMMITMENTS OF THE PARTIES.

I. Commitments of the SUPPORT of...:

- a) Provide, through its ad hoc services or concerted actions, maximum visibility and recognition of the contribution and collaboration provided by [.....] in connection with the possible and initial communication and dissemination of the pilot action under this Agreement.
- b) Involve [the company] at least twice a year in monitoring the progress made in relation to the progress of the pilot action under this Agreement and, more broadly, with the implementation of climate change adaptation measures adopted in the municipality (and in the monitoring of the CAPES or local adaptation strategy, if any).
- c) The City Council will issue to the co-financing company a follow-up report of the pilot action assessing its impacts on citizens once implemented.
- d) The City Council will promote the establishment of a stable channel for dialogue between the City Council and the local business sector to listen to their proposals on urban adaptation needs and opportunities.

II.- Commitments of the company:

- a) The company undertakes to financially support the implementation of the pilot action with a financial contribution of EUR XXXXX. Such financial transfer shall be effected no later than three months after the signature of this Agreement.
- b) The company also commits to participate in the meetings to monitor the adaptation to climate change in the municipality (whether framed in the PACES and in another context), telling experiences, collecting proposals and examining new ideas for the definition and development of new local actions against climate change
- c) The company is also committed to giving visibility to the pilot action, through communication tools or own beginnings, also in synergy with the Corporate Social Responsibility practices developed by the company itself.

FOURTH.- EFFECTIVENESS.

This Partnership Agreement shall enter into force from the date of its application and shall end on [xxx], without prejudice to the possibility of extension to be exercised within 30 days of its expiry by mutual agreement between the parties.

FIFTEEN.- MONITORING COMMITTEE OF THE CONVENTION.

For the fulfilment of the basic objectives and the pooling of issues affecting the matters covered by this agreement, it will be necessary to set up a Monitoring Committee composed of two

members appointed by the Municipality of... and two members appointed by the company, which will meet on an extraordinary basis when requested by either of the parties.

One of the two members appointed by the City Council of... will act as Secretary of the Commission, performing, among other functions, the sending of calls, drafting of the agenda, minutes and coordination of the general functioning of the Commission.

Representatives of employers' organisations, trade unions, or other administrations deemed appropriate may be invited to participate in the Follow-up Committee, with a voice and without a vote.

The monitoring committee shall be empowered to assess and propose the initiatives, procedures or formalities related to the implementation or consolidation of actions for adaptation to climate change in the municipality.

SIXTA.- DATA PROTECTION.

The parties undertake to comply with current legislation on the protection of personal data. For this purpose, the data that they know when complying with this agreement, may not be used for purposes other than those derived from such compliance, nor transferred to third parties even for the purpose of conservation, unless such transfer is covered in any of the cases permitted by the legislation applicable in the matter. In this sense, each of the parties will assume the responsibility that it may incur for this concept.

SEVENTH. — AMENDMENT OF THE CONVENTION.

Throughout its term, it may be modified by express agreement between the parties in order to incorporate proposals for improvement that have been considered relevant to the achievement of the intended objectives.

NINTH.- TERMINATION OF THE CONVENTION.

The Convention may be declared terminated or terminated on the following grounds:

- a) For failure by either party to comply with its obligations.
- b) By express mutual agreement of the parties.
- c) For the other reasons established in the legislation in force.

TEN.- CONTROVERSIES.

All matters arising between the parties as a result of the interpretation of this agreement shall be resolved by mutual agreement between them, on the basis of a report from the Monitoring Committee.

If such an agreement is not possible, they submit, with express waiver of the jurisdiction that is competent, to the Courts and Tribunals of Murcia (capital).

The Dispute-Administrative Court shall have jurisdiction to resolve any dispute that may arise between the parties under this Convention, given their administrative nature.

And on proof of conformity, they sign this Convention, in duplicate at the place and date indicated above.

CITY COUNCIL OF **...**

THE COMPANY

FDO: **...**

FDO: **...**

2. Annex II

DECLARATION RESPONSIBLE FOR COMPLIANCE

THE PRINCIPLE OF 'DO NO SIGNIFICANT HARM' TO THE ENVIRONMENT

D./Miss [...] with ID number [...], on behalf of and representing the institution [...] with CIF [...] acting as [...] as legal representative of the institution [...]

DECLARES

You have applied for the above call for the project named [...] and the project complies with the following:

- A. The activities carried out therein do not cause significant harm to the following environmental objectives, as referred to in Article 17 of [Regulation \(EU\) 2020/852 on the establishment of a framework to facilitate sustainable investments](#) through the implementation of a classification system (or “taxonomy”) of environmentally sustainable economic activities:
1. Mitigation of climate change.
 2. Adaptation to climate change.
 3. Sustainable use and protection of water and marine resources.
 4. Circular economy, including waste prevention and recycling.
 5. Prevention and control of pollution to the atmosphere, water or soil.
 6. Protection and restoration of biodiversity and ecosystems.
- B. The activities carried out in the project will comply with the current environmental regulations that result from application.
- C. Activities are not excluded for funding as one of the following ineligible activities:
- a. Construction of crude oil refineries, coal-fired power plants and projects involving the extraction of oil or natural gas, due to the damage to the climate change mitigation objective.
 - b. Activities related to fossil fuels, including the subsequent use thereof, except for projects related to the generation of electricity or heat using natural gas, as well as related transmission and distribution infrastructure, which fulfil the conditions set out in Annex III of the Technical Guide of the European Commission.
 - c. Activities and assets under the EU Emissions Trading System (ETS) for which it is expected that the greenhouse gas emissions they will cause will not fall below the relevant benchmarks. Where it is expected that greenhouse gas emissions from the subsidised activity will not be significantly lower than the benchmarks, a reasoned explanation shall be provided.
 - d. Offset indirect costs of the ETS.
 - e. Activities related to landfills of waste and incinerators, this exclusion does not apply to actions in plants exclusively dedicated to the treatment of non-recyclable hazardous waste, or in existing plants, where such actions aim to increase energy efficiency, capture exhaust gases for storage or use, or recover materials

from incineration ash, provided that such actions do not lead to an increase in the waste treatment capacity of plants or to an extension of their useful life; these details must be documented for each plant.

- f. Activities related to mechanical-biological treatment plants, this exclusion does not apply to actions in existing mechanical-biological treatment plants, where such actions aim to increase their energy efficiency or refurbishment for separate waste recycling operations, such as composting and anaerobic digestion of bio-waste, provided that such actions do not lead to an increase in the waste treatment capacity of plants or to an extension of their useful life; these details must be documented for each plant.
- g. Activities in which the long-term disposal of waste could cause damage to the environment.

D. The activities that take place do not cause direct effects on the environment, nor primary indirect effects throughout their life cycle, understanding as such those that could materialise after their completion, once the activity has been carried out.

Failure to comply with any of the requirements set out in this declaration shall give rise to an obligation to repay the sums received and interest on late payment.

And for the record, I sign it at [...] on the date of the digital signature.

Signed by the legal representative of the entity.



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