



**Ajuntament
de Barcelona**

Procedure 20220133

AGREEMENT CONCERNING THE SUBSIDY GRANTED BY BARCELONA CITY COUNCIL
AGREEMENT BETWEEN BARCELONA CITY COUNCIL AND VNG INTERNATIONAL IN RELATION TO
THE 'Plan de Trabajo 2021 del "Grupo de Trabajo de CGLU sobre el Fortalecimiento Institucional"
PROJECT, 2022

Barcelona, November 16, 2022

BY AND BETWEEN:

On the one hand, Laura Pérez Castaño, the Fourth Deputy Mayor and Head of the Area for Social Rights, Global Justice, Feminism and LGBTI at Barcelona City Council, by virtue of the powers granted under the Mayoral Decree of 15 June 2019.

On the other hand, Pieter Jeroense, in their capacity as Director of VNGINTERNACIONAL, holder of Tax ID (NIF) 186752623 and residing at The Hague 2500 GK, The Netherlands, on behalf and in representation of said institution, as stated in the registration document of the Dutch Chamber of Commerce No. 27195046.

In the presence of Jordi Cases i Pallarès, secretary-general of Barcelona City Council, appointed under the Mayoral Decree of 18 June 2002, empowered to undertake notary public duties and legal advisory functions pursuant to Articles 3 and 7 of Royal Decree 128/2018, of 16 March, regulating the legal system of Local Government employees with national qualifications, and Article 92 bis of Law 7/1985, of 2 April, regulating local government, which certifies the foregoing.

Both parties, in the exercise of the functions legally attributed to them, recognise each other's legal capacity to enter into this document

EXPOSE:

First. That Barcelona BCN City Council has been an active member of the CIB Working Group since 2010, and participates in its annual funding since 2012. It also participates in activities and meetings, as well as in the work, reports and studies that are carried out and promoted from group work. Barcelona can promote all kinds of activities related to the general interests of citizens, as well as carry out activities complementary to those of other Public Administrations, in accordance with Law 22/1998, which approves the Municipal Charter of Barcelona.

Second. That, in this framework, Barcelona City Council considers it of interest to the city to support and collaborate in the 2022 Work Plan of the "UCLG Working Group on Capacity Institutional Building" because Barcelona considers it essential to collaborate and work actively with the UCLG (United Cities and Local Governments) organization, representing cities and local governments around the world.

Third. That the relationship between Barcelona City Council and UCLG has been long and fruitful, and has been transformed in different actions in collaboration and in an active presence of Barcelona in its operational bodies. The city of Barcelona participates, in addition of CIB Working Group, in various UCLG commissions.

Fourth. That the organization VNG INTERNATIONAL (Association of Municipalities of the Netherlands for International Cooperation), leads the CIB Working Group of UCLG, manages and dynamizes its activities.

Fifth. That VNG INTERNATIONAL, as the Technical Secretary of this Working Group, develops the 2022 Work Plan of the "UCLG Working Group on Capacity Institutional Building".

Sixth. That Barcelona City Council and VNG INTERNATIONAL have the will and mutual interest to coordinate in order to support and provide resources to the Technical Secretariat of the Working Group.



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Seventh. Whereas Barcelona City Council has regulated the use of administrative agreements as a means to structure cooperation with institutions and organisations through the "Rules and regulations for procedures authorising administrative agreements with other public authorities and institutions", approved by a Decree of the Mayor's Office dated 27th April 2011.

Eighth. That this agreement is subject to Law 38/2003, of 17th November, General of Subsidies, to Royal Decree 887/2006, of 21st July, approving the Regulations for the development of the mentioned Law, to the General Regulations Regulating Municipal Subsidies approved by Barcelona City Council and published in the Official Gazette of the Province of January 4th, 2011 and other applicable regulations.

By means of this agreement, a direct nominative subsidy is granted in accordance with the provisions of article 22.2.a) of Law 38/2003, of 17th November, for General Subsidies.

Given the confluence of objectives and interests between the two parties, they agree to formalize this agreement, which will be governed by the following.

CLAUSES:

One. The purpose of this agreement is to establish and regulate the collaboration between Barcelona City Council and VNG INTERNACIONAL to undertake the '*Plan de Trabajo 2022 del "Grupo de Trabajo de CGLU sobre el Fortalecimiento Institucional"*' project, to support and provide activities to the Technical Secretariat of the Working Group hosted by VNG INTERNACIONAL.

With this purpose in mind, this agreement shall not be subject to the regulations of the law on public sector agreements pursuant to Article 6 thereof.

Two. This project shall be undertaken between 1/01/2022 and 31/12/2022. This agreement shall come into force as of the date on which it is signed until justification of the subsidy provided previously by the beneficiary under the terms established in this agreement is revised and validated, notwithstanding the right to request the corresponding repayments as appropriate.

The amount payable by Barcelona City Council shall be 25.000 euros, equivalent to 20.22% of the project's total budget, set at 123.660,00 euros, charged to D/0200/48752/23291 of the budget of the Global Justice and International Cooperation Department, in the form of a subsidy, with a view to providing specific support to the '*Plan de Trabajo 2022 del "Grupo de Trabajo de CGLU sobre el Fortalecimiento Institucional"*' project, helping to cover the costs of activities pursuant to the project budget attached.

The amount will be paid as an advance of the funds prior to justification (payments on account or anticipated payments) to carry out the actions inherent in the subsidy.

Given the absence of risk, Barcelona City Council does not consider the provision of collateral for this advance payment necessary.

Three. VNG INTERNACIONAL is the beneficiary of the subsidy, as established in Article 11.2 of the General Subsidies Law 38/2003, of 17 November, and is subject to the system of requirements, obligations and the form of justification provided under this agreement, and any aspects not contemplated in this agreement shall be subject to the following regulations:

- The general regulations on subsidies approved by Barcelona City Council and published in the Official Bulletin of the Province on 4 January 2011.
- The regulations on subsidies approved by Royal Decree 887/2006, of 21 July, approving the regulations of the General Subsidies Law (Law 38/2003 of 17 November), in terms of all aspects that develop the basic regulations indicated in the first final provision of the aforementioned Subsidies Law.



- Decree 179/1995, of 16 June, approving the Regulations on the works, activities and services of local authorities.
- Law 38/2003, of 17 November, mentioned above, in terms of the articles considered to be basic rules.
- Law 22/1998, of 30 November on the Barcelona Municipal Charter.
- Legislative Decree 2/2003, of 28 April, approving the revised text of the Municipal and Local Government Law of Catalonia.
- Law 7/1985, of 2 April, regulating the terms and conditions of local systems for all aspects considered to be basic regulations.
- Royal Legislative Decree 2/2004, of 5 March, approving the revised text of the regulatory Law on Local Tax Offices.

The awarding of subsidies is conditional on the full completion of the project.

Four. The project for which the subsidy is provided sets out all the actions and/or activities included in the budget. As a result, the subsidy awarded by the City Council may only be used to fund the expenses corresponding to the project submitted and which form part of its execution. Due to the nature of the activity, intensive use of human resources is contemplated. The subsidy will only cover indirect taxes in the event that they form part of the performance of the project and are not recoverable or deductible by the entity.

Five. VNG INTERNACIONAL commits to undertaking the project: *"Plan de Trabajo 2022 del "Grupo de Trabajo de CGLU sobre el Fortalecimiento Institucional"*, which includes the following activities:

- Finalisation of new Policy paper on Development Cooperation & Local Governments
- Coaching of Local Government Associations with regard to Voluntary Subnational Reviews (SDG reporting)
- Roll-out of module 4 and possibly development of related MOOCs or other pedagogical materials
- Piloting the set-up of a gender knowledge hub
- CIB annual meeting 2022 in June, hybrid format in Sint Niklaas, Belgium
- Strengthening the membership and installing the new leadership of CIB in a consultative way involving the membership to jointly support the way forward as to our internal governance
- Active presence at the UCLG retreat with workshops on the policy paper and the VSR by LGAs
- Active presence at (and in the run-up to) the UCLG World Congress 2022 in Daejeon, Korea

Six. The entity is solely responsible for the project and all the activities that form part of it; as a result, it shall assume the corresponding legal or economic responsibilities in relation to the project and shall be solely responsible for all expenses incurred under the project.

The budget submitted includes all the income and costs arising from the performance of the project. Therefore, the entity will recruit the human resources, materials and services necessary to perform the activities that form part of the project, under the conditions required by the applicable regulations. In this regard, the entity will be solely responsible for all commitments assumed or that may be assumed before third parties in relation to the performance of the project or any other of the activities performed, thus releasing Barcelona City Council from entering into any other contract or assuming any responsibility for such contracts.

The entity is solely responsible for the project and all the activities that form part of it; as a result, it shall assume the corresponding legal or economic responsibilities in relation to the project and shall be solely responsible for all expenses incurred under the project.

Seven. With a view to demonstrating that the subsidised activities have been performed, the entity shall submit a simplified justification statement, which shall include an action report stating the activities carried out and the results obtained and a simplified financial report which shall include one classified list of the activity's expenses and investments and a list of other income and subsidies that have funded the subsidised activity.



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This shall detail the expenses incurred for the entire project/activity.

In addition to the aforementioned statement, the corresponding documentation (brochures, leaflets, advertisements, emails, etc.) must be submitted, along with a declaration from the beneficiary attesting to its compliance with the agreement in place.

Barcelona City Council shall be entitled to audit, at any time and using the means it considers appropriate, the effective performance of all actions that form part of the "*Plan de Trabajo 2022 del "Grupo de Trabajo de CGLU sobre el Fortalecimiento Institucional"*" in addition to the enforcement of the budget and the allocation of the sums granted in related to their purpose and, therefore, the City Council shall have free access at all times to the entity's books, in addition to any other documentation that may be requested.

The deadline for presenting this statement is a maximum of three months from the date on which the subsidised activity or project comes to an end.

The justification of expenses (invoices, receipts, others) shall be submitted at the time the report is submitted. They shall be submitted when expressly requested by the City Council and when it stipulates the specific documents required for the value of 65% of the subsidy.

Cost statements for the performance of the project shall be accepted, even though they pre-date the formal arrangement of the agreement, from 01/01/2022 to 31/12/2022 (project execution period). In the case of receipts, they shall not exceed 10% of the amount awarded, generally speaking, up to a limit of €3,000 per year.

The cost statement shall be prepared using the templates provided by the Global Justice and International Cooperation Department.

The nature of the subsidised project means that its performance may be affected by different imponderables, i.e. situations and factors which, despite the maximum diligence being employed given the type of project being performed, are unforeseeable. With this in mind, the budget items may be subject to change once the project is under way.

Any amendment that affects the obligations established under this agreement shall require written consent from both parties, in the form of an addendum or appendix, pursuant to the provisions of the General Subsidies Law and its regulations, Law 26/2010, of 2 August, on the legal system and procedures of the public authorities in Catalonia, Law 39/2015, of 1 October, on the common administrative procedure of public authorities and Law 40/2015, of 1 October, on the legal framework applicable to the public sector.

Any amendment that entails a reduction of the value of the budget by 30% or more shall be reported to the body awarding the subsidy with a view to obtaining its authorisation. Notwithstanding the foregoing, budget amendments that only consist of an amendment of items considered imponderable shall merely be reported and shall not require authorisation.

The amendment of items for reasons not considered imponderable that entail a change in the value of the budget by 30% or more initially set out in the corresponding item, when this change amounts to €4,000 or more, shall also be communicated in advance and require authorisation, even when the overall value of the project budget is not affected.

VNG INTERNATIONAL is aware and accepts that the failure to execute the project to which this agreement applies, or its unauthorised amendment, shall trigger the repayment of subsidies received, plus the corresponding interest, regardless of the corresponding sanctions, pursuant to Article 13 of the General Regulations of Municipal Subsidies approved by Barcelona City Council and Article 37 et seq. of the General Subsidies Law.

Any interest that may be accrued on the subsidy granted shall be allocated to project funding. The foregoing shall not be considered an amendment of the project under any circumstances, although justification must be provided in the form of the corresponding documentation.



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Eight. The formalisation of this agreement shall not entail the concession of any permission or authorisation, exemption or rebate of fees, public-sector charges or tariffs by Barcelona City Council or entities subject thereto. All permissions and authorisations, fees, tariffs or public-sector charges that may be required as part of the project activities must be processed and paid by the entity before the corresponding authorities. The failure to obtain any permissions, authorisations, licences, payment of fees, tariffs, public-sector charges or others shall be considered a breach of the project, and shall trigger the repayment of the subsidy awarded, notwithstanding any sanctions that may be applicable in relation to the subsidies.

Nine. The entity is required to take out civil liability and accident insurance that covers all the project activities and organised activities, whether sporting in nature or otherwise, in addition to covering all persons participating or attending any activity or event as part of the project or promotional activities or other such activities organised. Barcelona City Council shall be provided with a copy of the policy 15 days before the performance of any action or activity associated with the project.

Failure to comply with any aspect of this clause shall also be considered a breach of the project and shall trigger the repayment of the subsidy awarded, notwithstanding any sanctions that may be applicable in relation to the subsidies.

Ten. If, as part of the project, services are to be subcontracted worth €15,000.00 or more (or €40,000.00 for construction works), the entity must request a quote from three different suppliers, with the exception of special services for which there is a limited range of suppliers who offer these services or when only one subcontractor can be used on technical or artistic grounds or for reasons of exclusivity. The selection of the successful bid shall be performed applying efficiency and financial criteria, with justification provided in the report when the decision is made not to resort to the financially most beneficial option, as provided in Article 31 of the General Subsidies Law, making reference to this aspect and the final choice of supplier in the economic justification report.

Notwithstanding the foregoing, Barcelona City Council shall have free access to all documentation subject to verification, including computer files and programs, whenever necessary to confirm the project income and expenses and having made a justified request in writing.

Eleven. This Barcelona City Council subsidy is compatible with other administrations and public authorities. When the different subsidies are confirmed by the other administrations, the entity shall inform Barcelona City Council of the name of the administration or public authority and the value of the subsidy in writing.

If the subsidy provided by Barcelona City Council, plus the financial income generated, combined or in parallel to other subsidies, aid, income or funds, exceeds the cost of the project, the entity shall be required to repay the excess amount obtained, up to the amount and percentage awarded under the subsidy. If other public-sector subsidies have been obtained, the repayment shall be made to all administrations that have awarded subsidies, proportionate to the percentage set out in the corresponding award resolutions. Along these lines, if the cost of the project is lower than the project budget, the ultimate repayment of the subsidy shall be calculated employing the percentage established in the award resolution for the final cost of the project.

Twelve. As established in Article 29.2 of the General Subsidies Law 38/2003, of 17 November, and Article 68 of Royal Decree 887/2006, of 21 July, approving the Subsidies Regulation, subcontracting more than 50% of the project is not permitted and advance authorisation shall be required from the body providing the



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subsidy when outsourced activities account for more than 20% of the cost of the project and for sums of more than €60,000.00, with formal written arrangement required.

The contract may not be split with a view to decreasing its value and circumventing compliance with the requirements set out above. Contractors shall respond exclusively to the entity, which shall assume full responsibility for the performance of the subsidised project. The entity shall be responsible for ensuring compliance with the established limits and the contractors shall be required to collaborate pursuant to the provisions of Article 46 of the General Subsidies Law, allowing for the adequate verification of compliance with the conditions set out.

Under no circumstances may all or part of the subsidised activities be outsourced to:

- a) Persons or entities subject to the prohibitions under Article 13 of the General Subsidies Law.
- b) Intermediaries or advisers when their payments are defined as a percentage of the total cost of the operation, unless said payment is justified in relation to the market value of the work performed as part of the services provided.
- c) Persons or entities related to the entity, when the following circumstances are satisfied:
 - 1 Outsourcing is performed in line with normal market conditions.
 - 2 Prior authorisation is obtained from the body awarding the subsidy.

Fourteen. The entity hereby commits to using Catalan for the duration of the project, in all its official acts, and in dissemination, promotion, information and communication elements that are destined exclusively for the territory in which this is the official language.

Fifteen. The City Council promotes sustainability and environmental policies in the activities in which it collaborates. Therefore, the entity commits to applying, insofar as possible, actions that ensure the project is sustainable and respectful towards the environment.

Sixteen. The parties and their employees shall preserve the confidentiality of personal data, professional knowledge related to the purpose of the agreement and information they become aware of during the performance of the project, with the exception of the provisions of Law 19/2014, of 29 December, on transparency, access to public information and good governance, and on compliance with the functions inherent to audit authorities as provided for by the law in force and pursuant to the regulations applicable in terms of its nature as a local, regional or national public administration.

They shall also be required to ensure strict compliance with Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights and the other data protection regulations.

Seventeen. The suspension or amendment of part or all activities provided for in the project, whenever caused by force majeure and/or factors beyond the control of the parties, shall not invalidate the other agreements established between the parties. Under these circumstances, the value of the subsidy will be revised in line with the costs incurred or firmly committed by the entity at the time the project is amended, with a view to adjusting the final value of the subsidy to the percentage defined in the award resolution as regards the total cost of the final project or commitment made at the time of the suspension.

Eighteen. The agreement shall be terminated, notwithstanding the right to claim any repayments due, under any of the following circumstances:

- 1 Automatically, when the term of the agreement comes to an end.
- 2 By mutual agreement between the parties expressed in writing.
- 3 By unilateral amendment of the project or conditions giving rise to the award of the subsidy and the execution of this agreement.
- 4 By serious non-compliance with any of the obligations established in this agreement, at the request of the compliant party. The compliant party shall request that the other party complies



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- with its obligations within a maximum period of 15 calendar days. The foregoing shall not affect the obligation to repay the award amount or apply any applicable sanctions in relation to the subsidies.
- 5 Should either of the parties request termination of the agreement with at least three months' notice, notwithstanding the completion of the ongoing work at the time.
 - 6 For any of the general reasons established in the current legislation in force.

Any other breach of the stipulations in this agreement entitle the injured party to opt either for compliance or termination of the agreement.

Nineteen. With a view to monitoring the agreements, analysing the collaboration, taking decisions, as applicable, regarding new initiatives to be promoted and resolve any incidents that may arise, the parties may constitute a Monitoring Committee and appoint their corresponding representatives. Whether or not a Monitoring Committee is constituted, VNG INTERNATIONAL shall regularly submit sufficient monitoring reports to Barcelona City Council to perform an assessment of its actions.

In witness thereof, the parties sign this document in digital format, in the location indicated in the header.

Barcelona City Council

VNG INTERNATIONAL

Laura Pérez Castaño
Fourth Deputy Mayor
Global Justice, Feminism and LGBTI Affairs

Pieter Jeroense
Director

Jordi Cases i Pallarès
Secretary-General