ANEXO A

CADERNO DE ENCARGOS

Cláusula 1.ª

Objeto

1. É objeto do presente contrato a aquisição de serviço para o Desenvolvimento do Conceito de Investimento – EUCF, de acordo com os documentos pré-contratuais, sendo as eventuais contradições entre eles resolvidas de acordo com as regras estabelecidas no Código dos Contratos Públicos.
2. O objeto da presente contratação estrutura-se de acordo com as componentes anexas a este caderno de encargos.
3. As regras específicas quanto ao objeto do contrato e condições de execução encontram-se nas cláusulas especiais deste caderno de encargos, que dele fazem parte integrante.
4. Conforme o objeto do contrato, são aplicáveis especificamente as regras constantes dos artigos 437.º a 449.º, na contratação de fornecimento de bens, ou dos artigos 450.º a 454.º, na contratação de serviços.

Cláusula 2.ª

Partes

O contraente público é o Município de Guimarães e o cocontratante o adjudicatário.

Cláusula 3.ª

Cessão da posição contratual

1. O adjudicatário não pode ceder a sua posição contratual, exceto se para isso for autorizado pelo contraente público, ou, nos termos do número seguinte, deste artigo.
2. O adjudicatário pode ser forçado a ceder a sua posição contratual, nos termos do artigo 318.º-A, do Código dos Contratos Públicos.
3. A cessão da posição contratual pelo contraente público é regulada pelo artigo 324.º, do Código dos Contratos Públicos.

Cláusula 4.ª

Gestor do contrato

1. Nos termos do artigo 290.º-A, do Código dos Contratos Públicos, o gestor do contrato é José Miguel Fernandes, chefe do Gabinete de Eficiência Energética, com quem o adjudicatário tem a obrigação de cooperar, de modo diligente e célere.
2. O Município de Guimarães pode substituir, a qualquer momento, o gestor do contrato, tornando-se essa substituição válida e eficaz por mera comunicação ao adjudicatário.

3. Ao gestor do contrato cabe o acompanhamento permanente da execução do contrato, não existindo, no momento em que é assumida a decisão de contratar, qualquer delegação de competência em seu benefício.
4. A ação do gestor do contrato exerce-se sem qualquer conflito de competências com os poderes de fiscalização e de direção da execução do contrato, aos quais está sujeito o adjudicatário.

Cláusula 5.ª

Prazo e plano de execução

1. O prazo de execução do contrato tem início com a sua assinatura e decorre até 31 de dezembro de 2022, devendo ser cumprida a data limite para submissão do documento na plataforma da EUCF.
2. De acordo com as disposições do caderno de encargos, e com a proposta adjudicatária, é incluído em anexo[1] ao contrato um plano de execução, de onde conste, de modo claro e inequívoco, como deve ser cumprido o contrato, e como esse cumprimento é acompanhado das obrigações de retribuição pelo contraente público.

Cláusula 6.ª

Obrigações do adjudicatário

O adjudicatário está obrigado a cumprir escrupulosamente o contrato, executando-o com diligência e em respeito por todas as regras aquilo a que se comprometeu, pela apresentação da sua proposta, e pela assinatura da declaração que corresponde ao Anexo I, ao Código dos Contratos Públicos, e, neste contexto, nomeadamente:

a) Cumprir, no global e no detalhe, o que lhe compete, nos termos do plano de execução;
b) Prestar caução, quando exigida;
c) Avisar, de imediato, o contraente público de qualquer obstáculo, incidente ou dificuldade que perturbe, ou possa perturbar, a execução do contrato;
d) Obter todas as licenças, autorizações, ou recolher quaisquer acordos, que sejam necessários para a execução do contrato;
e) Suportar todos os custos com a execução do contrato, unicamente por conta do pagamento do preço contratual, ou da parte do preço contratual que corresponda ao que o cocontratante efetivamente executou;
f) Contratar o pessoal que seja necessário à execução do contrato;
g) Contratar a aquisição de bens ou a prestação de serviços, necessárias à execução do contrato;
h) Pagar todas as taxas, contribuições e impostos, que resultem, para si, da execução do contrato;
i) Respeitar as ordens, instruções e diretivas que lhe sejam dadas pelo contraente público, diretamente ou através dos seus representantes, nos termos dos poderes de conformação da relação contratual, segundo o disposto no Código dos Contratos Públicos;
j) Colaborar com o gestor do contrato;

[1] Quando aplicável

k) Celebrar os contratos de seguro a que esteja obrigado, nos termos do caderno de encargos, e apresentar ao contraente público, os recibos comprovativos do pagamento dos prémios, de modo a que os seguros estejam vigentes durante todo o período de execução do contrato, acrescido do período de garantia;

l) Comparecer às reuniões para as quais seja convocado por escrito pelo contraente público, sendo que, sempre que exista uma situação de incumprimento, e for adequadamente avisado do teor do incidente, participar nessa reunião com as respostas correspondentes às questões da ordem de trabalhos;

m) Assumir as responsabilidades perante terceiros, sempre que, por ação ou omissão sua, seja a esses terceiros causado prejuízo, indemnizando correspondentemente;

n) Respeitar todo o normativo, legal e regulamentar, que intervenha na execução do contrato.

Cláusula 7.ª

Subcontratação

A subcontratação é regida pelos artigos de 317.º a 321.º, do Código dos Contratos Públicos.

Cláusula 8.ª

Preço contratual

1. O preço contratual é aquele que resulta da aceitação da proposta do adjudicatário.
2. Pelo recebimento do preço contratual, o adjudicatário obriga-se à execução integral do contrato, sem direito a qualquer remuneração suplementar, ou a qualquer verba a título de revisão de preços.
3. Não será feito qualquer pagamento, total ou parcial, que não tenha como justificação a execução das obrigações do cocontratante, e unicamente após a confirmação pelo contraente público, da efetiva execução.
4. O contraente público está obrigado ao pagamento pontual dos valores que lhe competem, sob pena de incorrer em responsabilidade por juros, nos termos legais aplicáveis.
5. Não existe qualquer pagamento a título de saldo, isto é, de diferença entre aquilo que seja o preço contratual, e o que seja certificado pelo contraente público como prestação executada pelo adjudicatário.
6. Não há lugar a qualquer pagamento de prémios, seja por cumprimento antecipado, ou por qualquer outro fundamento.

Cláusula 9.ª

Procedimentos para pagamento

1. Quando esteja cumprida qualquer prestação que caiba ao adjudicatário, que justifique que seja feito um pagamento por parte do contraente público, será esse cumprimento por este certificado, e assim comunicado ao adjudicatário.

2. Se não estiver cumprida integralmente uma prestação, nos termos previstos no plano de execução do contrato, o contraente público reduzirá o pagamento parcial ao que corresponda ao efetivamente executado.
3. Depois de certificado o cumprimento, as faturas, ou documento equivalente, serão pagas no prazo máximo de trinta dias.
4. Prazo de pagamento: 3 tranches/fases, sendo:

   1.ª - 30%, com a entrega do relatório inicial;

   2.ª - 40%, com a submissão da versão draft do conceito de investimento na plataforma da EUCF;

   3.ª - 30%, com a aprovação do conceito de investimento e condicionada a aprovação pela entidade financiadora da 2.ª tranche do financiamento.

Cláusula 10.ª

Obrigações do contraente público

1. O contraente público deve, nos termos dos artigos 286.º, 289.º e 291.º, todos do Código dos Contratos Públicos, cooperar com o adjudicatário, no sentido de ser obtido o melhor resultado possível do cumprimento do contrato.
2. Em especial, o contraente público, através dos seus representantes, deve praticar todos os atos que lhe competem, no âmbito do caderno de encargos, comparecendo sempre que necessário, e procedendo à receção do que lhe seja destinado, desde que cumprido o plano de execução.
3. O contraente público, salvo se especificado de outro modo nas cláusulas especiais do caderno de encargos, não tem qualquer obrigação de facultar quaisquer meios, físicos ou materiais ou locais, para o cumprimento do contrato.

Cláusula 11.ª

Modificações objetivas

1. Nos termos do corpo do artigo 312.º do Código dos Contratos Públicos, podem ser feitas as modificações objetivas no presente contrato.
2. Além do disposto no número anterior, o regime das alterações objetivas é o constante dos artigos 311.º a 315.º do Código dos Contratos Públicos, acompanhado da disciplina dos bens ou serviços complementares, nos termos dos artigos 370.º, 378.º, 438.º e 454.º, todos do Código dos Contratos Públicos, e de todas as suas normas que com as atrás referidas estejam relacionadas.

Cláusula 12.ª

Sanções contratuais

1. Caso o adjudicatário incumpra as suas obrigações, será sujeito à aplicação das sanções contratuais que constam do artigo 329.º com as devidas adaptações.
2. Caso o cocontratante incumpra um prazo parcial do plano de execução, será sujeito a uma multa diária correspondente a metade do valor máximo previsto no número anterior, podendo ser essa sanção ser

anulada no caso de ser cumprido o prazo final, e o incumprimento parcial não tenha causado prejuízo significativo ao contraente público.

3. O contraente público procederá à audiência prévia do adjudicatário, a qual será feita mediante comunicação da qual conste a situação que consubstancia o incumprimento, e dará um prazo adequado para a respetiva resposta.
4. É aplicável ao presente contrato, com as devidas adaptações, e tendo em consideração os fornecimentos ou serviços complementares, o disposto no artigo 372.º, do Código dos Contratos Públicos, e dessas disposições, especialmente o que corresponde à aplicação da sanção contratual aí prevista.
5. No caso de rejeição do conceito de investimento apresentado à entidade financiadora, e venha a ser imposta ao município a devolução do montante já financiado, o adjudicatário terá de devolver os montantes recebidos na sua totalidade. Exceto se a razão da rejeição resultar de ações voluntárias e de exclusiva responsabilidade do Município.

Cláusula 13.ª

Prazo de garantia

1. O prazo de garantia do serviço, ou do fornecimento, a que o adjudicatário está obrigado, é dois anos, contados do cumprimento da última prestação contratual.
2. No caso de estar em questão, essencialmente, um fornecimento, ou no âmbito de um contrato misto, ou incidentalmente, no contexto de uma prestação de serviços, o fornecimento de um equipamento, ou de um direito, ou de um dispositivo que tenha, do respetivo fabricante, um prazo de garantia, o adjudicatário é obrigado a fazer com que essa garantia se concretize em favor do contraente público.

Cláusula 14.ª

Resolução do contrato

1. O contraente público pode resolver o contrato sempre que esteja perante uma falta grave, que ponha em causa a satisfação do interesse público que justificou o estabelecimento da relação contratual.
2. O contraente público procederá à audiência prévia do adjudicatário, antes de proceder à resolução do contrato.
3. O cocontratante tem direito a resolver o contrato sempre que os atrasos de pagamentos se prolonguem por mais de seis meses, em montantes que representem, pelo menos, 25% do preço contratual, excluindo juros.

Cláusula 15.ª

Revogação do contrato

As partes podem, por mútuo acordo, revogar o presente contrato, se circunstâncias legalmente admissíveis o permitam, e a defesa concreta do interesse público aconselhe a que o contraente público se decida por essa opção.

Cláusula 16.ª

Dever de sigilo

1. Sem prejuízo do disposto no Regulamentos de Proteção de Dados Pessoais, o prestador de serviços, o seu pessoal e todas as entidades e pessoas que aquele utilize no cumprimento das obrigações assumidas com a celebração do contrato, obrigam-se a guardar sigilo sobre toda a documentação e informações a que tenham acesso nos termos do contrato, não podendo facultar a terceiros, quaisquer informações nem sobre a natureza dos próprios serviços, nem sobre os resultados e conclusões deles, sem autorização escrita da Entidade Contratante, dos interessados titulares dos dados protegidos, nem utilizá-los em seu benefício.
2. A obrigação de sigilo profissional referida impõe-se também relativamente às informações que possam ser fornecidas internamente aos técnicos do prestador não diretamente envolvidos na prossecução dos objetivos do contrato, desde que tais informações, pela sua natureza, possam perturbar a normal execução das prestações abrangidas pelo objeto do contrato.
3. O dever de sigilo abrange ainda toda a documentação e informação técnica e não técnica, comercial ou outra, relativa ao Município de que possa ter conhecimento ao abrigo ou em relação com a execução do contrato.
4. A informação e a documentação cobertas pelo dever de sigilo não podem ser transmitidas a terceiros, nem objeto de qualquer uso ou modo de aproveitamento que não o destinado direta e exclusivamente à execução do contrato.
5. Exclui-se do dever de sigilo previsto a informação e a documentação que seja comprovadamente do domínio público à data da respetiva obtenção pelo prestador ou que este seja legalmente obrigado a revelar, por força da lei, de processo judicial ou a pedido de autoridades reguladoras ou de outras entidades administrativas competentes.

Cláusula 17.ª

Lei aplicável

Ao presente contrato é aplicável o Código dos Contratos Públicos, e demais legislação complementar.

Cláusula 18.ª

Foro competente

Sempre que não esteja nos documentos pré-contratuais, previsto o recurso à arbitragem, a resolução dos litígios emergentes da interpretação ou da execução do presente contrato é da exclusiva competência do Tribunal Administrativo e Fiscal de Braga.

Cláusulas especiais do caderno de encargos

Artigo 19.ª

Objeto

Aquisição de serviços de consultoria para o desenvolvimento do conceito de investimento, no âmbito do European City Facility, com as seguintes especificações:

- desenvolvimento do conceito de investimento, de acordo com o exigido pela ENERGY CITIES e contemplando todas as ações previstas no processo de candidatura (Anexo D) e em conformidade com o exigido pela entidade financiadora;
- desenvolvimento das obrigações no contrato de financiamento, nomeadamente no seu artigo 5.º (Anexo C);
- suporte técnico geral aos serviços do município, responsável pela gestão dos programas nas áreas relevantes para o desenvolvimento do conceito de investimento.

Estão excluídos do âmbito deste projeto as eventuais ferramentas de software necessárias à implementação dos projetos, viagens e estadias no Concelho, ações de marketing e publicidade do projeto, atividades de design e comunicação, gestão e organização de eventos para a divulgação do projeto e outras necessárias à persecução do conceito de projeto.

Artigo 20.ª

Fases do projeto

O projeto é constituído por três fases:

Fase 1 – Recolha de informação e relatório inicial.

Fase 2 – Análise e desenho da versão Draft do conceito de investimento;

Fase 3 – Preparação da versão final do conceito de investimento e relatório final, com submissão dos documentos na plataforma.

Artigo 21.ª

Elementos a entregar na execução do contrato

- Relatório Inicial com o planeamento geral do processo e definição base do conceito de projeto e abordagem;
- Versão Draft do conceito de investimento para submissão à EUCF;
- Relatório final com a versão final do conceito de investimento.

Artigo 22.ª

Preço base

O preço base do procedimento é de 40.000,00€, acrescido de IVA à taxa legal em vigor.

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GRANT AGREEMENT FOR GUIMARAES MUNICIPALITY (PORTUGAL)

Contract number: 2021-226

EUCF
European City Facility

2022,APROV,I,DI,233

This project has received funding from the European Union's Horizon 2020 Research and Innovation Programme under Grant Agreement No 864212.

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ENERGY CITIES, with the business seat in 2 Chemin de Palente, 25000 Besancon, France, VAT number: FR 55379716764, represented by Claire Roumet, Executive Director (hereinafter: "EUCF coordinator")

and

Municipality of Guimaraes, Portugal, located Largo Conego Jose Maria Gomes, 4804-534 Guimaraes represented by Domingos Bragança Salgado, Mayor (hereinafter: "Third party")

hereinafter jointly referred to as: "Parties"

have concluded the following:

GRANT AGREEMENT
FOR EUCF BENEFICIARIES

WHEREBY:

A. the Executive Agency for Small and Medium-sized Enterprises (EASME) on one side and ENERGY CITIES, Climate Alliance - Klima-Buendnis - Alianza del Clima e.V., Federation Europeenne Des Agences Et Des Regions Pour L'energie Et L'environnement, Adelphi research gemeinnutzige GMBH and Enviros SRO on the other side, have on August 12, 2019, concluded the Grant Agreement No. 864212 (European City Facility - EUCF) (hereinafter: "Grant Agreement");

B. the Grant Agreement described hereto above refers to the project under the title European City Facility – EUCF, as described by the Grant Agreement, which is funded from the European Union´s Horizon 2020 research and innovation programme, all per terms and conditions set forth in the Grant Agreement (hereinafter: "EUCF");

C. by the Grant Agreement described hereto above the ENERGY CITIES has been recognized as the coordinator of the aforesaid project under the title European City Facility – EUCF, whose purpose is to provide financial support to the Cities across the European Union for development of investment concepts needed for acceleration of implementation of the energy and climate action plans;

so therefore the Parties have agreed as follows:

ARTICLE 1 – DEFINITIONS

(1) The following terms used in this Grant Agreement for EUCF beneficiaries shall have the following meaning:

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1. **"Agreement"** means this Grant Agreement for EUCF beneficiaries and all annexes, schedules and attachments to this Grant Agreement for EUCF beneficiaries, if any;

2. **"EUCF"** means the project under the title European City Facility — EUCF as described in the Grant Agreement and in Guidelines for Applicants described by the Article 1 Par 1 Sub. Par. 6 of this Agreement;

3. **"EUCF beneficiaries"** means a contractual party with whom EUCF coordinator concludes this Agreement, whereby such contractual party is, in further provisions of this Agreement, referred to as a Third party;

4. **"Force Majeure"** means an act, omission or circumstance over which either of the Party could not reasonably have exercised control, as described by the Article 11 of this Agreement;

5. **"Grant Agreement"** means Grant Agreement No. 864212 (European City Facility – EUCF), concluded by and between Executive Agency for Small and Medium-sized Enterprises (EASME) on one side and, among others, ENERGY CITIES, on the other side, with all its Annexes, on August 12, 2019, described in detail in an introductory provisions of this Agreement;

6. **"Guidelines for Applicants"** means EUCF Guidelines for applicants which have been used and have been applicable to the Third party in the process upon whose finalization the preconditions for conclusion of this Agreement have been fulfilled, the content of which document may be downloaded from the EUCF web site (https://www.eucityfacility.eu);

7. **"Investment Concept"** means a document to be developed by the Third party, in any of the 24 (in letters: twenty-four) official languages of the European Union and/or in English language, for which the financial support provided within the frame of this Agreement will be used;

8. **"English Summary of the Investment Concept"** means concise summary of the Investment Concept, written in English language, comprising of key performance indicators that allow a good overview and understanding of the proposed investment and potential publication;

9. **"Letter of Intent"** means a letter of the Mayor or other legal representative of the Third party, written in English language, expressing the willingness to implement the investment described in the Investment Concept.

(2) Unless the context otherwise requires, words denoting the singular include the plural and vice versa, while words of one gender include other genders as well. A reference to a person includes a reference to a natural person, legal entity or other corporate body.

ARTICLE 2 – SUBJECT OF THE AGREEMENT

(1) This Agreement is concluded in relation to the implementation of the project under the title European City Facility — EUCF as described in the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement.

(2) Financial support which is the subject of this Agreement is given to a Third party to support activities necessary for the development of Investment Concept, as described in detail by the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement.

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ARTICLE 3 – TERM OF THE AGREEMENT

This Agreement enters into force when the last of the two parties (EUCF coordinator / Third party) signs this Agreement upon its authorized representatives, and ceases to be in force once both Parties fulfil all its obligations taken over by this Agreement.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE EUCF COORDINATOR

The EUCF coordinator shall, for the purposes of enabling the Third party to fulfil its obligations under this Agreement, in prescribed manner and within prescribed terms, undertake the following actions:

- provide the Third party with all respective information and/or all respective support needed for proper implementation of EUCF, all in manner and under conditions set forth in the Guidelines for Applicants specified by the Article 1 Par. 1 Sub. Par. 6 of this Agreement;

- undertake all task(s) for the purposes of fulfilment of obligations taken over by EUCF coordinator under this Agreement;

- grant to a Third party a financial support in the aggregate amount of 60,000.00 € (in letters: sixty thousand Euros), to be paid to a Third party under conditions and within the terms as specified in detail by further provisions of this Agreement;

- transfer to the Third party a financial support in the amount of 42,000.00 € (in letters: forty-two thousand Euros) corresponding to the amount of 70% (in letters: seventy percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to a Third party under this Agreement, within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force;

- transfer to the Third party the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, within the term of 30 (in letters: thirty) days from the day of successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent), by the EUCF Evaluation Team;

- inform the Third party, without any delay, on passed decision of EUCF Evaluation Team on successful/positive validation or refusal of any and/or all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent), whereby such decision needs to be passed within the term of 30 (in letters: thirty) days as from the day when the Third party has uploaded aforesaid documents to the EUCF website user zone, at the latest;

- grant to a Third party an additional term of 30 (in letters: thirty days) for the purposes of preparation of the Investment Concept, the English Summary of the Investment Concept and a Letter of Intent under condition that the Third party submits the request for prolongation of the initially granted term as described by the Article 5 Par. 1 Sub. Par. 1 of

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this Agreement no later than 30 (in letters: thirty) days before expiration of the initially granted term and under condition that in such request the Third party provides the EUCF coordinator with plausible and reasonable justification for the respective prolongation;

- grant to a Third party a subsequent term of 30 (in letters: thirty) days for the purposes of preparation of modified and/or amended version(s) of the initially prepared Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent which has/have been priory rejected by the EUCF Evaluation Team. If the Third party would fail to modify/amend the aforesaid documents at all and/or by following the instructions and/or recommendations given by the EUCF Evaluation Team, all within the term specified hereto above, the Third party will not be allowed to undertake any additional/subsequent modifications and/or alterations of aforesaid documents but will, in such case, permanently lose its right to subsequently rectify these documents;

- perform monitoring, i.e., verify the implementation process in the subsequent period of time of 2 (in letters: two) years after successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent) and payment of the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Sub. Par. 3 of this Article and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, and for the said purposes, request from a Third party 2 (in letters: two) simple monitoring forms on key figures, in a manner and within the terms as specified in written form by EUCF coordinator, which will be used to assess the impacts of the EUCF;

- timely inform the Third party on any process of checks, reviews, audit, investigations and/or evaluation to be carried out on a Third party in respect of EUCF and its implementation, all as described by the Article 5 Par. 1 Sub. Par. 7 of this Agreement.

ARTICLE 5 – RIGHTS AND OBLIGATIONS OF THE THIRD PARTY

(1) The Third party shall, for the purposes of fulfilment of its obligations taken over under this Agreement, undertake the following actions:

- prepare and upload to the EUCF website user zone the Investment Concept which may be prepared in any of the 24 (in letters: twenty-four) official languages of European Union and/or in English language per sole discretion of the Third party, the English Summary of Investment Concept which has to be prepared in English language and the Letter of Intent which has to be prepared in English language, all within the term of 12 (in letters: twelve) months from the day of entry into force of this Agreement, at the latest. The aforesaid term may be prolonged for additional 30 (in letters: thirty) days under condition that the Third party submits the request for prolongation of the initially granted term no later than 30 (in letters: thirty) days before its expiration at the latest, and under condition that in such request the Third party provides the EUCF coordinator with plausible and reasonable justification for respective prolongation;

- undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent, all in line with the instructions received from EUCF Evaluation Team, and upload it to the EUCF website user zone, within a subsequent term of 30 (in letters: thirty) days as from the day of receipt of decision of EUCF Evaluation Team by which the initially prepared Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent has/have been rejected, at the latest. If the Third party would fail to

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modify/amend aforesaid documents at all and/or by following the instructions and/or recommendations given by the EUCF Evaluation Team, all within the term specified hereto above, the Third party will not be allowed to undertake any additional/subsequent modifications and/or alterations of aforesaid documents but will, in such case, permanently lose its right to rectify these documents;

- provide the EUCF coordinator with the non-development report describing the challenges that occurred and learning from the process if the Third Party would fail to upload the Investment Concept, the English Summary of the Investment Concept and a Letter of Intent within the term specified by Sub. Par. 1. of this Paragraph and/or would fail to deliver modified/amended Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent at all and/or by following the instructions received from EUCF Evaluation Team within the term specified by Sub. Par. 2. of this Paragraph, all within the additional term of 30 (in letters: thirty) days after expiration of the term described hereto above under Sub. Par. 1. and/or Sub. Par. 2 of this Paragraph;

- comply, during the course of fulfilment of the obligations set forth by provisions of this Agreement and usage of granted financial support, at all times, with all relevant provisions prescribed by this Agreement, i.e., undertake at all times, all its obligations prescribed hereto above, pursuant to the instructions given by the EUCF coordinator, and in compliance with all legal obligations under applicable EU, international and national law;

- in the subsequent period of time of 2 (in letters: two) years after successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent) and payment of the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, submit 2 (in letters: two) simple monitoring forms on key figures which will be used to assess the impacts of the EUCF, in a manner and within the terms as specified in written form by EUCF coordinator, all in order to enable the EUCF coordinator to undertake monitoring, i.e., verification of implementation process, as described by the Article 4 Sub. Par. 9 of this Agreement;

- immediately inform the EUCF coordinator of any of the following:

  (a) events which are likely to affect significantly or delay the implementation of the EUCF or the EU´s financial interests, in particular:

    (i) changes in Third party´s legal, financial, technical, organizational or ownership situation;

    (ii) changes in Third party´s name, address, legal form or organizational type;

  (b) circumstances affecting compliance with requirements under this Agreement;

- provide the EUCF coordinator, without any delay, with all information, documentation, reports and/or data requested by the:

  a. European Commission and/or Executive Agency for Small and Medium sized Enterprises (EASME) and/or

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b. European Anti-Fraud Office (OLAF) and/or

c. European Court of Auditors (ECA)

which organizations may undertake the review and/or audit of proper, mainly technical and/or financial, implementation of EUCF over the EUCF coordinator at any moment up until 3 (in letters: three) years after the end of the EUCF Grant Agreement. The Third party is therefore requested to provide all information, documentation, reports and/or data requested at any moment up until 3 (in letters: three) years after the end of the EUCF Grant Agreement, to the EUCF coordinator.

If the Third party would fail to deliver the requested information, reports and/or documentation as stated hereto above, or if the checks, reviews, audits, investigations and/or evaluation would show serious breach of obligations of the Third party, such checks, reviews, audits, investigations and/or evaluation could result in recovery of the financial support which has been granted to a Third party under this Agreement, without derogating at all times the right of EUCF coordinator to terminate this Agreement, all in manner and under terms as specified by the Article 9 of this Agreement.

- take all necessary measures to prevent any situation where the impartial and objective implementation of the EUCF is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest. The Third party must formally notify the EUCF coordinator, without delay, about any situation constituting or likely to lead to a conflict of interests and immediately take all necessary steps to rectify this situation. If a Third Party would breach any of its aforesaid obligations, the financial support which has been granted to a Third party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

(2) The Third party hereby acknowledges that it shall be severally responsible for carrying out the EUCF, i.e., for proper usage of granted financial support, in accordance with the terms and conditions of this Agreement.

(3) The Third party hereby obliges not to act, in the context of the EUCF, as sub-contractor of EUCF coordinator, i.e., not to gain and/or receive other funds by any other EU project for the same purpose.

ARTICLE 6 - FINANCIAL SUPPORT

(1) The Parties mutually agree and understand that the financial support to be granted, under terms and conditions set forth by further provisions of this Agreement, amounts 60,000.00 € (in letters: sixty thousand Euros).

(2) The aforesaid financial support in the aggregate amount of 60,000.00 € (in letters: sixty thousand Euros) will be paid to a Third party following the said payment scheme:

- 42,000.00 € (in letters: forty-two thousand Euros) corresponding to the amount of 70% (in letters: seventy percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to a Third party under this Agreement, will be paid to a Third party within the term of 30 (in letters: thirty) days from the day of entry of this Agreement into force.

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- the Parties mutually agree and understand that the Third party will be obliged to return to the EUCF coordinator the aforesaid amount of 42,000.00 € (in letters: forty-two thousand Euros) corresponding to the amount of 70% (in letters: seventy percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, i.e., and will not be entitled to receive payment of the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, if it:

  a) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, fail to submit to the EUCF coordinator a non-development report describing the reasons of failure to upload the Investment Concept, the English Summary of the Investment Concept and a Letter of Intent within the term specified by the Article 5 Par. 1 Sub. Par. 1 of this Agreement and/or if such timely submitted non-development report would not have been accepted by EUCF coordinator;

  b) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, fail to submit to the EUCF coordinator a non-development report describing the reasons of failure to undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent which has/have been priory rejected by the EUCF Evaluation Team, at all and/or in line with the instructions received from EUCF Evaluation Team within the term specified by the Article 5 Par. 1 Sub. Par. 2 of this Agreement and/or if such timely submitted non-development report would not have been accepted by EUCF coordinator;

  without derogating the right of EUCF coordinator to terminate this Agreement in all aforesaid situations as well, all in manner and under terms as specified by the Article 9 of this Agreement.

- remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, to be granted to the Third party under this Agreement, will be paid to a Third party within the term of 30 (in letters: thirty) days from the day of successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent) by the EUCF Evaluation Team.

- the Parties mutually agree and understand that the Third party will be entitled to keep the already acquired amount of 42,000.00 € (in letters: forty-two thousand Euros) corresponding to the amount of 70% (in letters: seventy percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, however will not be entitled to receive payment of the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 of this Agreement and by the Par. 1 of this Article, if it:

  a) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, submit to the EUCF coordinator a non-development report describing the reasons of failure to upload the Investment Concept, the English Summary of the Investment Concept and a Letter of Intent within the term specified by the

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Article 5 Par. 1 Sub. Par. 1 of this Agreement, whereby such timely submitted non-development report would have been accepted by EUCF coordinator;

b) would, within the term specified by the Article 5 Par. 1 Sub. Par. 3 of this Agreement, submit to the EUCF coordinator a non-development report describing the reasons of failure to undertake all necessary amendments and/or modifications of the initially prepared Investment Concept, the English Summary of the Investment Concept and/or a Letter of Intent which has/have been priory rejected by the EUCF Evaluation Team, at all and/or in line with the instructions received from EUCF Evaluation Team and within the term specified by the Article 5 Par. 1 Sub. Par. 2 of this Agreement thereby permanently losing the right to modify/amend these documents in any additional and/or subsequent term, whereby such timely submitted non-development report would have been accepted by EUCF coordinator;

without derogating the right of EUCF coordinator to terminate this Agreement in all aforesaid situations as well, all in manner and under terms as specified by the Article 9 of this Agreement.

(3) Unless requested otherwise in writing by the Third party, the EUCF coordinator shall make all payments to the following bank account of the Third party:

- **name of the bank: CAIXA GERAL DE DEPOSITOS**
- **IBAN code: PT50 0035 0363 00000033530 15**
- **SWIFT code: CGDIPTPL**

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ARTICLE 7 – MANAGEMENT OF INTELLECTUAL PROPERTY

(1) By signing this Agreement the Parties hereby determine that in the moment of conclusion of this Agreement the EUCF coordinator has informed the Third party about measures for implementation of the principles set out in Points 1 and 2 of the Code of Practice annexed to Commission Recommendation on the management of intellectual property in knowledge transfer activities.

(2) The Third party may use the EUCF logo and/or promote the EUCF and its results only on the grounds of prior written approval of the EUCF coordinator. Unless the EUCF coordinator would request otherwise, any communication related to the EUCF and any infrastructure, equipment and major results funded by the grant must:

(a) display the EU emblem and EUCF logo, which emblem and/or logo may be downloaded from the EUCF web site (https://www.eucityfacility.eu);
(b) include the following text:

"The investment concept is developed with support from the European Union's Horizon 2020 research and innovation program through the European City Facility (Grant Agreement No 864212)".

(3) Any communication activity related to the EUCF must indicate that it reflects only the author´s view and that the EUCF coordinator and the Third party are not responsible for any use they may be made of the information it contains.

(4) The Third party hereby acknowledges that the Investment Concept, the English Summary of the Investment Concept and a Letter of Intent which shall be prepared by a Third party and uploaded to the EUCF website user zone in a manner and under conditions set forth by previous provisions of this Agreement, are public documents and can be potentially published in EUCF publications and communication channels by EUCF coordinator, i.e., by EASME.

(5) The Parties hereby mutually agree and understand that the Investment Concept and the English Summary of Investment Concept to be prepared by a Third Party under this Agreement need to contain the EUCF and EU logo, as well as the text *"The investment concept is developed with support from the European Union's Horizon 2020 research and innovation program through the European City Facility (Grant Agreement No 864212)".*

(6) If a Third Party would breach any of its obligations under this clause, the financial support which has been granted to a Third party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

(7) The EUCF coordinator may use information relating to EUCF, documents, summaries for publication and public deliverables as well as any other material such as pictures or audio-visual material received from a Third party (including in an electronic form), for its communication and publicizing activities, without any limitations whatsoever.

ARTICLE 8 – CONFIDENTIALITY

(1) During implementation of EUCF and within the term of up to 5 (in letters: five) years after successful/positive validation of all documents to be uploaded by the Third party under this Agreement to the EUCF website user zone (Investment Concept, English Summary of the Investment Concept and a Letter of Intent) and payment of the remaining amount of 18,000.00 € (in letters: eighteen thousand Euros) corresponding to the amount of 30% (in letters: thirty

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percent) of the aggregate financial support, as specified by the Article 4 Sub. Par. 3 and by the Article 6 Par. 1 of this Agreement, to be granted to the Third party under this Agreement, the Parties must keep confidential any data, documents or other materials (in any form) that have been identified as confidential at the time they have been disclosed.

The confidentiality obligations as described hereto above will no longer apply if:

- the disclosing party agrees to release the other party;
- the information was already known by a recipient or is given to him without obligation of confidentiality by a third party that was not bound by an obligation of confidentiality;
- the recipient proves that the information was developed without the use of confidential information;
- the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- the disclosure of the information is required by EU or national law.

(2) If a Third Party would breach any of its obligations under this clause, the financial support which has been granted to a Third party under this Agreement could be recovered, i.e., this Agreement could be terminated, all in manner and under terms as specified by the Article 9 of this Agreement.

ARTICLE 9 - TERMINATION

(1) If any of the Parties would breach any obligations taken over by this Agreement, the other Party will be entitled to immediately terminate this Agreement against that Party, while such Defaulting Party who has caused the respective termination will be obliged to reimburse in whole all thereto arisen expenses and/or arisen damages. If the Defaulting party would be a Third party, in such case the financial support which has been granted to a Third party under this Agreement could be recovered, all in a manner and within terms as specified by further provisions of this Agreement, i.e., as specified in the notification on termination. Notification on termination has to be prepared in written form and sent to the Defaulting Party by registered mail, whereby such termination shall enter into force on the day of receipt of aforesaid notification by a Defaulting Party against whom the Agreement is terminated.

(2) Except in case of force majeure the Third party must compensate the EUCF coordinator for any damage(s) it sustains as a result of implementation of EUCF or because the EUCF was not implemented in full compliance with this Agreement. The Parties mutually agree and understand that EASME and/or European Commission, cannot, under any circumstances whatsoever, be held liable for any damages caused to the Third party as a consequence of implementing of this Agreement, including for gross negligence, i.e., that EASME and/or European Commission, cannot be held liable for any damages caused by a Third party as a consequence of implementing of this Agreement.

(3) Omission of any Party to fulfil any of its obligations under this Agreement shall not be considered as the breach of its duties in a scope in which aforesaid inability to perform its duties arises from the case of force majeure as described by the Article 11 of this Agreement, under condition that the Party affected with such case has undertaken all reasonable precaution measures, due care and reasonable alternative measures, all for the purposes of fulfilment of terms and conditions of this Agreement.

(4) Notwithstanding all aforementioned, the Parties also mutually agree and understand that in case the Grant Agreement would at any time during the term of this Agreement cease to be valid and in force toward the EUCF coordinator, for whatever reason, that in such case this Agreement

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will automatically cease to be valid as well, which information has to be presented to the Third party by a written notification.

ARTICLE 10 – ASSIGNMENT

The Third party may not assign, sublet or transfer any part of this Agreement to any third person(s) without the written approval of the EUCF coordinator.

ARTICLE 11 – FORCE MAJEURE

(1) Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such failure or delay is a result of Force Majeure.

(2) The party to this Agreement seeking to rely on a circumstance of Force Majeure must notify the other party as soon as practicable of any anticipated delay due to Force Majeure. The performance of the party's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure.

(3) Without derogating the aforementioned, the Parties mutually agree that any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, labour disputes or strikes, or financial difficulties, cannot be invoked as a Force Majeure.

ARTICLE 12 - HEADINGS

Headings used in this Agreement are for convenience and ease of reference only, are not part of this Agreement and are not relevant to or affect the meaning or interpretation of this Agreement.

ARTICLE 13 – GOVERNING LAW

This Agreement is governed by the EU law, supplemented, if necessary, by the law of France.

ARTICLE 14 - DISPUTES

Any dispute arising from or in connection to this Agreement which cannot be settled in an amicable manner will be submitted to an arbitration in Paris, France.

ARTICLE 15 – CLOSING PROVISIONS

(1) If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force, apart from such provision which will be deemed deleted.

(2) This Agreement including its schedules and attachments, if any, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof. Any prior arrangements, agreements, representations or undertakings are superseded. No modifications or alteration of any clause of this Agreement will be valid except in writing and signed by both parties.

(3) In the case of any conflict between the terms of this Agreement and terms contained in any annexes, schedules or attachments to this Agreement, if any, the order of precedence (from first to last) will be 1) terms of this Agreement, 2) terms defined in any schedules or attachments to this Agreement.

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IN WITNESS of acceptance of rights and obligations from this Agreement, it has been personally signed by authorized representatives of both Parties.

Signed for and behalf of the EUCF coordinator:

Signature DocuSigned by: Claire Roumet 894FCGCA083B497...

Full name Claire ROUMET

Position/function Director

Date 16/11/2021

DS

Signed for and behalf of the Third party:

Signature DOMINGOS BRAGANCA SALGADO Assinado de forma digital por DOMINGOS BRAGANCA SALGADO Dados: 2021.11.08 12:43:15 Z

Full name Domingos Bragança Salgado

Position/function Mayor

Date 2021/11/02

Annex D

Calculation Log - Expected Energy Savings and/or Renewable Energy Production

Identification of the applicant

Name of municipality/local authority or local public entity (Name of the lead applicant in case of a grouping)	Guimarães
Investment Sector(s) targeted (same as indicated in the application form)	Smart grids
	Sustainable urban mobility
	Innovative energy infrastructure
	Residencial Buildings

Summary of results

Final energy consumption before the implementation of the investment project	81,3265133	GWh/year
Expected final energy consumption after the implementation of the investment project	38,2067314	GWh/year
Expected energy savings generated from the investment project	**43**	**GWh/year**
Expected renewable energy production from the investment project	**80**	**GWh/year**
Expected CO_2 emission reduction	31528	t CO_2eq/year

Comments

Please use the space below if you have any comments on the calculations and/or results.

This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 864212. The sole responsibility of this publication lies with the author. The European Union or EASME are not responsible for any use that may be made of the information contained therein.

Annex D

Calculation Log - Expected Energy Savings and/or Renewable Energy Production

How to complete this template

▪ Please complete the blank spaces on the template or select the preferred option from the drop-down menu. The following colours apply to the different types of cells in the table:

	To be filled by applicant
	Drop-down menu for selection
	Results cells

▪ The final results of the calculation are automatically displayed in the tab **"Summary"**, once all the necessary information is correctly provided in the tab **"Calculation log"**.

Calculation of energy savings

▪ This template aims to facilitate the calculation of the expected energy savings and/or renewable energy production of the planned investment project. **Information boxes** appear when clicking on the table's key cells, providing more orientation on to how fill the template. Please note that the provided values are **estimations**; you can also use approximate values, in case specific values cannot be determined yet.

▪ In the tab "Calculation Log", please complete the column **"Investment Component"** identifying the actions and measures planned within the investment project that will result in energy savings, e.g. investments in renewable energy, lamps, smart metering, different types of buildings, etc. Please also briefly describe the respective investment component in the next column.

▪ Select from the drop-down menu the **"Type of energy saving measure"** to which the respective investment component corresponds.

▪ In the section **"Final Energy Consumption"**, please select from the drop-down menu the current energy source employed, and indicate the estimated final energy consumption before and after the implementation of the investment project in columns F and G, respectively. In case specific values cannot be determined yet, please use approximate values. In case of any comments regarding the values, you can use the **"Comments section"** on the Summary tab. If the energy source employed in the investment project is not available for selection, the blank cells can be used to state a different energy source. In case a substitution of the energy source is foreseen within the project, the column "Energy source" should be used to indicate the current energy source employed, while the columns "before" and "after" should be left blank. In this case, the energy consumption before and after substitution of energy source should be provided in columns J and K, respectively, as described below.

▪ In case the investment project includes a substitution of the current energy source employed, please fade in the section **"Substitution of Energy Source"** by clicking on the (+) sign on the top of the spreadsheet. Indicate the new energy source to be employed after implementation, selecting it from the drop-down menu, and state the energy consumption before and after the substitution of the energy source on columns J and K, respectively. If the investment project does not include the substitution of the energy source, this section should be left blank.

▪ If the generation of energy from renewable sources is foreseen within the investment project, please indicate the expected production in the column **"RE generation".** Please differentiate between energy savings (columns F, G) and renewable energy production (column M) in the calculation log, avoiding that these are counted twice in the calculation.

▪ The **final figures** displayed in the summary tab for expected energy savings and/or expected renewable energy production from the investment project should be inserted in the respective fields in the EUCF application form.

Calculation of CO_2 emissions reduction

▪ With the help of this template, it is also possible to easily calculate the reduction in CO_2 emissions achieved by the investment project. To fill this section, the applicant must provide the **Emission Factor** to be employed in the calculation and indicate its source. In case of substitution of the current energy source, the "Emission Factor" for the new energy source should be added in column "Substitution of Energy Source".

▪ In the column **"Source of Emission Factor"**, please state the source of the value employed as emission factor, e.g. the Intergovernmental Panel on Climate Change (IPCC) report or a Life Cycle Assessment conducted for the project. The following references can be used to determine the emission factor:

Covenant of Mayors for Climate and Energy: Default emission factors for local emission inventories

Intergovernmental Panel on Climate Change Emission Factor Database

▪ The final figure displayed in the summary tab should be inserted in the field on other impacts in the EUCF application form.

▪ Please note that the completion of this section of the template is **not mandatory** for the full application.

Annex D

Calculation Log - Expected Energy Savings and/or Renewable Energy Production

Calculation Log

Investment sector (according to the sectors selected in the summary)	**Investment component** (by sector)	**Brief description of investment component**	**Type of energy saving measure**	**Final energy consumption** (GWh/year)			**Substitution of energy source** (GWh/year) To be filled only in case of substitution of the energy source				**Energy savings** (GWh/year)	**RE generation** (GWh/year)	**CO_2 emissions** (t CO_2eq/year)			**Emission factor**	**Source of emission factor**
				Energy source	**before**	**after**	**New energy source**	**Emission factor** (new source)	**Energy consumption before** (substituted source)	**Energy consumption after** (new source)			**before**	**after**	**savings**		
Public buildings											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Residential buildings	Energy Efficiency	Implementation of energy efficiency measures including insulation and replacement of equipment	Optimization	Electricity	24,50	19,6					4,9		6042	4833	1208	246,6	RNC
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Building integrated renewables											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
District heating											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Smart grids	Efficiency in public lighting	LED replacement and IT infrastructure	Optimization	Electricity	12	5,400					6,6		2959	1332	1628	246,6	RNC
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Sustainable urban mobility	Electric mobility infrastructure	Installation of electric mobility infrastructure	New installation	Electricity			Electricity	246,6	43,2	13,2	30,0		11686	3257	8430	270,5	Average from CoM Database
	Eco-pathway	Introduction of a cycling path in the new eco-pathway	New installation	Diesel	1,6	0					1,6		438	0	438	270,5	Average from CoM Database
											0		0	0	0		
											0		0	0	0		
Innovative energy infrastructure	Solar communities	Solar communities for residential and industrial clients	New installation	Electricity							0	80,4	0	0	19824	246,6	RNC
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Add other sector											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
Add other sector											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
											0		0	0	0		
	TOTAL				**38**	**25**			**43,2**	**13,2**	**43,1**	**80,4**	**21125**	**9422**	**31528**		