

## ASSIGNMENT TERMS OF REFERENCE

### **JASPERS - Support to the streamlining of climate proofing requirements for the ERDF Programmes of Andalucía, Catalunya, Galicia, Valencia, and Pluri-regional AA n°AA-012435- 001**

This Assignment will be awarded in relation to Lot 1 Environment of the Framework Agreement to Support EIB Advisory Services (EIBAS) Activities Inside and Outside EU-27 (TA20210614 R0 FWA)

#### Acronyms

AS	EIB Advisory Services Department
CPCM	Consultant Procurement and Contract Management Division
EC	European Commission
EIB or the Bank	European Investment Bank
EU	European Union
OPS	EIB Operations Directorate
PJ	EIB Projects Directorate

## **I. BACKGROUND INFORMATION**

### **1.1. The European Investment Bank**

98-100, Boulevard Konrad Adenauer

L-2950, Luxembourg

Grand Duchy of Luxembourg

The EIB is the financing institution of the European Union (EU). Created by the Treaty of Rome, its shareholders are the Member States of the EU, and its Board of Governors is composed of the finance ministers of these states. The EIB enjoys its own legal personality and financial autonomy within the EU system.

The mission of the EIB is to contribute, by financing sound investment, to the policy objectives of the EU, as laid down in its statutes and in decisions of the European Council.

The EIB contributes towards the integration, balanced development, and economic and social cohesion of the Member States of the EU. To this end, it raises on the markets substantial volumes of funds that it directs on the most favourable terms towards financing capital projects according with the objectives of the EU. Outside the EU, the EIB implements the financial components of agreements concluded under European development aid and cooperation policies.

More background information about the EIB can be found on the website [www.eib.org](http://www.eib.org).

### **1.2. EIB Advisory Services**

The EIB offers a large range of advisory services that embrace all stages of the project cycle and beyond, to make investment projects happen inside and outside the European Union

Advisory activities constitute the third pillar of the Lending, Blending, Advising strategy pursued by the EIB Group. Through this advisory function, the EIB Group supports the European Commission,

Member States and public authorities, private enterprises and financial intermediaries in pursuit of the overarching goals – to accelerate the green and digital transition and promote social and economic cohesion

### 1.3. Mandate

JASPERS (Joint Assistance in Supporting Projects in European Regions) is a partnership between the European Commission (the “EC”) and the EIB.

JASPERS assists in the quality and timely delivery of projects in the Cohesion Policy, Connecting Europe Facility, the Just Transition, Pre-Accession Assistance Instrument (“IPA”) and the EU’s Neighbourhood policy by providing targeted advisory support to its counterparts during the whole life cycle of projects.

JASPERS is now available to the majority of EU and Candidate Countries. It operates under four different mandates. Alongside its traditional advisory and capacity building role in project preparation, it now also appraises projects prior to their notification to the EC (Independent Quality Review). Since 2015 it also supports transport projects to be financed by the Connecting Europe Facility (the “CEF”). More background information about JASPERS can be found on the website <http://jaspers.eib.org/>

### 1.4. Background on the Project/Assignment

#### General Background

The Common Provision Regulations (Regulation EU 2021/1060 of the European Parliament and of the Council of 24 June 2021)<sup>1</sup> in its preamble calls for

*“mainstreaming climate actions through the various EU funds that it regulates<sup>2</sup> and for supporting the achievement of the overall target of 30% of the Union budget expenditure supporting climate objectives. The Funds should support activities that would respect the climate and environmental standards and priorities of the Union and would do no significant harm to environmental objectives within the meaning of Article 17 of Regulation (EU) 2020/852 of the European Parliament and of the Council”<sup>3</sup>.*

In this respect,

*“adequate mechanisms to ensure the climate proofing of supported investment in infrastructure should be an integral part of programming and implementation of the Funds.”* Moreover, the CPR further states that *“with a view to pursuing the objective of achieving a climate-neutral Union by 2050, Member States should ensure the climate proofing of investments in infrastructure and should prioritise operations that respect the ‘energy efficiency first’ principle when selecting such investments.”*

---

<sup>1</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021R1060>

<sup>2</sup> In particular the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund, and the European Maritime, Fisheries and Aquaculture Fund.

<sup>3</sup> Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 (OJ L 198, 22.6.2020, p. 13).

As defined by the Article 2, paragraph 42 of the CPR, climate proofing is intended as

*“a process that would prevent infrastructure from being vulnerable to potential long-term climate impacts, whilst ensuring that the ‘energy efficiency first’ principle is respected, and that the level of greenhouse gas emissions arising from the projects are consistent with the climate neutrality objective in 2050.”*

When selecting operations. Art. 73.2 j) of the CPR calls for Managing Authorities to ensure the climate proofing of investments in infrastructure which have an expected lifespan of at least 5 years.

Climate proofing will be also required for investments to be financed by the InvestEU fund and the Connecting Europe Facility (CEF). Responding to the requirements of these regulations, the European Commission has published a *Technical guidance on the climate proofing of infrastructure in the period 2021-2027*<sup>4</sup>. Based on the experience developed during the 2014-20 programming period, JASPERS has supported the European Commission in the drafting of this guidance, as well as in the drafting of the *Technical guidance for the sustainability proofing of investments financed by the InvestEU fund*<sup>5</sup>.

In Spain, the [Law on Climate Change and Energy Transition](#) came into force in 2021 and establishes the objectives to achieve full decarbonization of the economy before 2050 but also addresses climate adaptation objectives and establishes that the National Plan for Adaptation to Climate Change (PNACC) is the main planning instrument to promote coordinated and coherent action.

JASPERS is already active in Spain with several assignments on the climate change topic. Currently, JASPERS is supporting the Ministry of Transport and Sustainable Mobility on the development of its National Roads Climate Adaptation Plan, in line with the key actions defined in the National Adaptation Plan of Spain and the Safe, Sustainable and Connected Mobility Strategy. Also is supporting the Junta de Andalucía on the development of a methodology for the inclusion of vulnerability assessments in transport plans from the operational perspective and on the methodology for the estimation of GHG emissions. Finally, JASPERS supports ADIF on adaptation to climate change including identifying actions and procedures addressing resilience and adaptation to climate change and proposing next steps and recommendations addressing the improvement opportunities and potential gaps identified.

#### Specific assignment background

With the aim of implementing the climate change requirements for the 2021-2027 programming period and harmonizing the approach for project preparation and appraisal across all Spanish ERDF Programmes at national and regional level, the EU Funds Department required JASPERS support for the development of a national climate proofing guidance for investments to be financed by EU Funds in 2021-27 in Spain. This guide is already completed and it is based on the EC *Technical guidance on the climate proofing*, complemented with references to available national data and relevant guidelines, practices, legislation and case studies. The Spanish climate proofing guide will be at the disposal of the service provider.

Moreover, there has been a regional initiative (Galicia), aiming at streamlining the climate proofing requirements, by providing project promoters with practical assessment references for climate vulnerabilities and risks for different project types with information on exposure at municipal level. The documents and methodologies available will be at the disposal of the service provider. The work to be developed by the Service Provider should also built on this good practice.

Following the completion of the national climate proofing guidance, JASPERS was requested by the EU Funds Department to assist on the implementation of the climate proofing for the Spanish ERDF national Programme and four regional programmes and streamline the necessary work.

---

<sup>4</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:C:2021:373:TOC>

<sup>5</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:C:2021:280:TOC>

The work of the service provider will support JASPERS on streamlining the climate proofing activities and should be built on the existing documents and methodologies, searching for the most efficient way to achieve the expected results and objectives.

#### European Regional Development Fund Programmes

The Programmes that are targeted by the present assignment are publicly available in the web page of the Ministry of Finance [DGFE:Programas FEDER](#)

Specially, the following Programmes are of primary interest of this assignment:

- [Programa Plurirregional de España 2021-2027 \(pdf\)](#)
- [Programa de Andalucía FEDER 2021-2027 \(pdf\)](#)
- [Programa de Galicia FEDER 2021-2027 \(pdf\)](#)
- [Programa de Cataluña FEDER 2021-2027 \(pdf\)](#)
- [Programa C. Valenciana.pdf](#)

Furthermore, information regarding the financial allocations per theme, country and programme is available through the Cohesion Data Platform.

[Open Data Portal for the European Structural Investment Funds - European Commission | Data | European Structural and Investment Funds \(europa.eu\)](#)

## **II. OBJECTIVES AND PURPOSE**

The purpose of this consultancy assignment is to assist JASPERS on the implementation and streamlining of the climate proofing requirements for infrastructure investments to be financed by EU Funds in 2021-2027 in Spain. More specifically covering the National Programme (Programa Pluriregional de España – POPE) and four (4) regional programmes (Andalucía, Catalunya, Galicia, and Comunitat Valenciana) that have been selected.

While the consultancy assignment will cover both mitigation and adaptation pillars, the focus will be on the adaptation pillar, which is the most challenging as it applies to all infrastructure investments regardless of the investment budget.

The work of the Service Provider should build upon the available European Commission, JASPERS and national/regional guidance.

Firstly, a review of the planned investments under the relevant operational program(s) will be carried out to identify some initial types/cluster of investments for which the assignment will provide its basis to inform the climate proofing requirements and those which will require of further project-specific assessments.

The specific objectives of the assignment can be summarized as:

1. Support the Spanish Authorities in complying with the climate proofing requirements.
2. Streamline the processes and procedures to alleviate the administrative burden, while ensuring that the main logic and assessment principles are followed, thus complying with the main objectives of the regulation and of climate proofing and contributing to them.
3. Knowledge transfer to final beneficiaries (including private sector beneficiaries), intermediate bodies, the managing authority, and other stakeholders (consultancy companies, NGO's, etc.) as requested by the Spanish Authorities.
4. Promotion of climate change adaptation and identification of sector-specific measures to be considered/implemented in the conception/implementation/operation of main types of infrastructure investments.

The following questions are expected to be answered as part of the assignment:

- What percentage (of investments, of EU Funds<sup>6</sup>) of each of the Programmes is expected to be considered as infrastructure investment (high level estimation)?
- What is the distribution of infrastructure investments (by investment cost, by EU funds, by sector, by typology of infrastructure, by objective, etc.) for each of the Programmes (high level estimation)?
- What would be the best way to address climate proofing in each of the different clusters (by Programme)?
- To what extent can the climate proofing requirement be further streamlined for small and scattered investments (such as SME's, major rehabilitation of buildings, etc) through a high-level climate proofing assessment?

The aim is to provide very clear and practical guidance (including Excel forms, maps, GIS, and/or other relevant format) that targets implementing bodies and/or beneficiaries. This would include assessments (and scorings) for the different clusters covering:

- o vulnerability assessment by project type (including different exposure levels for different areas as relevant);
- o identification of potential climate risks; and
- o recommendations on potential adaptation measures.

In the case of major investments (in principle, and in line with the National Guidelines on Climate Proofing, infrastructure projects with investment costs over EUR 10M), in principle, project- or programme-specific climate proofing assessments should be developed by the beneficiaries/intermediate bodies (either through consultants and/or their own resources).

So, the focus of the assignment (and where the objectives previously mentioned can be achieved through this assignment) will be on not so big, but significant and representative projects for each sector (based on the investment clusters to be defined as part of the assignment), taking also into account the small/scattered investments where the Service Provider will use its specific sectoral knowledge to the extent possible.

### **III. ASSUMPTIONS AND RISKS**

- o **Assumptions underlying the project**
  - It is assumed that the European Investment Bank and, therefore, the Service Provider will have access to the most recent information regarding the selection of operations under the four ERDF Programmes covered under the assignment, as well as existing guidance on climate proofing.
  - It is assumed that the availability of the counterparts (both at national and regional level) to engage in discussions to better understand the content and type of investments covered.
  - Work will be developed primarily in Spanish. Most of the relevant documentation will be in Spanish as well as the working meetings.
- o **Risks**
  - Potential conflicts between the submission of the milestones and holidays periods, which can be relevant for the organization of the workshops, and communication activities

---

<sup>6</sup> Please note that investment costs and EU Funds are not a linear relation, as in some cases the operations will provide grants to the private sector.

- Risks linked to the assessment of flood risks when developing the high-level assessment at municipal level
- Risks linked to the definition of the relevant mitigation measures (and their applicability)

#### **IV. SPECIFIC SERVICES, TASKS TO BE PERFORMED AND TECHNICAL DELIVERABLES TO BE PRODUCED**

##### **4.1. Tasks to be performed**

The Service Provider will support the JASPERS and, as a result, the Spanish Authorities by developing the following activities. These activities will be based on the information, documentation and clarifications provided through meetings by the Managing Authority and regional governments and also JASPERS available sectoral documents and guidance.

The engagement of the Spanish Authorities is crucial, both in the case of the national and regional (Andalucía, Catalunya, Galicia, and Valencia) authorities. The Service Provider should be available for meetings in Madrid at short notice and with no additional cost and also videoconferences as deemed necessary.

Task No 1: • Collection of reference documents and screening of operations under the Programme(s) covered under the assignment(s).

The objective of this tasks is to support the Spanish Authorities in defining which operations may be subject to the climate proofing requirement (and which ones are exempted)

This task will entail the following specific activities:

- Activity No 1.1: • Collection of reference documents
- Activity No 1.2: • Screening of operations

##### *Activity No 1.1: • Collection of reference documents*

The Service Provider will collect and analyse the key reference documents, including, among others:

- Technical guidance on the climate proofing of infrastructure in the period 2021-2027
- Climate Proofing Guidelines of Spain
- Excel scoping tool for the operations, which assess the climate proofing requirements at the level of operation code
- Excels prepared for the simplified assessment of small projects developed by JASPERS
- Other documents addressing climate proofing prepared by the Spanish authorities, such as the assessment developed by Galicia, the requirements on DNSH, etc.
- Lists of actions and pre-selected operations for each of the ERDF programmes

##### *Activity No 1.2: • Screening of operations*

Using the Excel scoping tool that JASPERS has developed for Spain, the Service Provider will screen the existing lists of actions and pre-selected operations for the five (5) ERDF Programmes (National, Andalucía, Catalunya, Galicia, and Valencia) identifying whether:

- Are subject to the climate proofing requirements (as the operation includes infrastructure components)



- Require the detailed assessment of the climate footprint pillar, the adaptation pillar, or both. (and the percentages in terms of investment costs and EU Funds for each of the four Programmes)
- For each of the Programmes (National – Pluri-regional, Andalucía, Catalunya, Galicia, Valencia), the Service Provider will provide an overview of the distribution of infrastructure investments (by investment cost, by EU funds, by sector, by typology of infrastructure, by objective, etc.)

This work will imply understanding the type of investments that are covered under the different objectives, intervention codes, actions, etc. To that end, the Service Provider will participate in meetings with the Spanish authorities and request the information needed.

Those investments that may require the climate neutrality pillar detailed assessment, it should follow the methodology from the [Commission Notice — Technical guidance on the climate proofing of infrastructure in the period 2021-2027 - Publications Office of the EU \(europa.eu\)](#).

The Service Provider will propose amendments and improvements to the Excel scoping tool considered relevant but particularly if any issues are identified.

#### Task No 2: • Definition of types of infrastructure investments and clustering

This task will entail the following specific activities:

- Activity No 2.1 - Definition of types of infrastructure investments
- Activity No 2.2 - Characterisation of the infrastructure investments
- Activity No 2.3 - Best approaches to address climate proofing for the different clusters

##### *Activity No 2.1: • Definition of types of infrastructure investments*

The Service Provider will develop a list of typologies of infrastructure investments, which will be based on:

- Screening of pre-selected operations developed in the previous activity
- Four ERDF Programmes (National, Andalucía, Catalunya, Galicia, Valencia) and the specific objectives.
- Meetings with the Spanish authorities, including: EU Funds departments (Ministry of Finance and regional governments) and project promoters (such as IDAE, ADIF, Fundación Biodiversidad, etc.)

##### *Activity No 2.2: • Characterization of the infrastructure investments in clusters*

The Service Provider will develop a categorisation of infrastructure investments in clusters, considering different criteria, such as:

- Specific objective (as per the ones of the European Regional Development Fund)
- Investment sector/sub-sector
- Typologies of infrastructures: energy, buildings, water and wastewater, railways, urban investments, green infrastructure, etc.
- Investment budget
- Beneficiary (or typology of beneficiary)

- Etc.

Some potential examples of clusters of investments could include, among others, the following: (i) small building investments developed by the private sector; (ii) scattered investments (such as improvement of primary health facilities) developed and implemented by a single public body; (iii) infrastructure related to major private-sector productive investments; (iv) infrastructure related to energy efficiency/renewables investments; (v) several major investments in research infrastructure, etc.<sup>7</sup>

For each of the Programmes (National – Pluri-regional, Andalucía, Catalunya, Galicia, Comunitat Valenciana), the Service Provider will provide an overview of the distribution of infrastructure investments (by investment budget, by EU funds, by sector, by typology of infrastructure, by objective, etc.).

The categorization of investments in clusters will be discussed and agreed together with the Spanish counterparties.

#### *Activity No 2.3: • Best approaches to address the different cluster*

Based on clustering exercise (Activity No 2.2), the Service Provider will propose the best way to address the climate resilience proofing exercise for each of the clusters of each Programme. These approaches can be different depending on the characteristics of each cluster.

In the case of clusters including projects with investment budgets above EUR 10 million, a specific climate change vulnerability and risk assessment is initially foreseen. In this case, the Service Provider should consider how to structure such climate change vulnerability and risk assessment to make it as effective as possible.

In principle, for clusters of small investments (investment budget below EUR 10 million), the results of the assessments to be developed in the following activities.

Finally, in some cases, the adaptation component of the assessment might be screened-out. The Service Provider will propose the infrastructure clusters that can be screened-out. Some initial examples (to be considered as a reference) might include 6G pilot projects, certain green infrastructures (such as ponds for amphibians), climate change adaptation measures defined as result of a vulnerability assessment, etc. For those investments that can be screened-out, the Service Provider will provide an adequate justification based on the information provided by the Spanish authorities.

#### Task 3: High-level climate change vulnerability and risk assessment

While the objective of this task is to inform the vulnerability assessment for the relevant clusters composed of projects with investment budgets below EUR 10 million, the results might be applicable for projects with bigger investment costs as well.

This activity will put special emphasis on the assessment of the vulnerability to **floods**.

The task is structured in the following activities:

- Activity No 3.1 – Exposure
- Activity No 3.2 – Sensitivity

---

<sup>7</sup> These examples are provided for illustrative purposes only. The clusters of investments will be defined during the review of the operational programs.



- Activity No 3.3 – Vulnerability
- Activity No 3.4 – Main deliverables

#### *Activity No 3.1: • Exposure*

Identification of main climate hazards for Spain considering current and future exposure considerations.

The main hazards should be based on the existing climate change adaptation plans both at national and regional levels and the latest climate data and scenarios. At least the following hazards should be assessed:

- Extreme precipitation (including DANAs)
- Floods
- Droughts
- Heat and heatwaves
- Wildfires
- Strong wind.

The assessment of exposure should be done for the whole area of Spain and aggregated at municipal level (although the Service Provider might propose to divide some municipalities in zones to account for significant climate differences<sup>8</sup>). The exposure assessment should consider current and future climate. It should provide not only the climate data, but also a scoring in terms of level of exposure.

The assessment of the exposure should consider, among others, the following elements:

- Climate Change Adaptation Plans, both at national and regional levels
- Identification of main climate hazards by climate type.
- Available climate data and projections: AEMET, AdapteCCa (in principle RCP 8.5 scenario), others.
- Categorization of the different municipalities in Spain by climate type– for example, based on the definitions of the Instituto Geográfico Nacional (IGN)
- Flooding areas developed by the river basin managers
- Etc

The definition of the main climate hazards should be based on the National Climate Change Adaptation Plan ([Plan Nacional de Adaptación al Cambio Climático 2021-2030](#)), the four regional adaptation plans, and the latest Spanish climate data and scenarios.

The exposure assessment should be especially careful on the treatment of the flood hazard.

#### *Activity No 3.2: • Sensitivity*

The sensitivity assessment will build on the sector-specific sensitivities developed by JASPERS, which the Service Provider should use as an initial reference and help to apply to the ERDF Programmes.

The Service Provider will also be responsible of developing the sensitivities for those clusters for which JASPERS has not yet develop the sector-specific sensitivities.

[JASPERS practical sectoral guidance on climate resilience proofing](#)

---

<sup>8</sup> For example, the municipality of 'La Orotava', in the Canary Islands, stretches from the sea level up to Spain highest point at 3,718 meters [La Orotava - Wikipedia](#)

*Activity No 3.3: • Vulnerability and risk assessment*

The vulnerability of the different clusters will be obtained by combining the sensitivity and exposure. The risk assessment will result from the vulnerability assessment as it is proportional to the typologies of investments to be assessed (in line with the European Commission's 'Technical guidance on the climate proofing of infrastructure in the period 2021-2027') and will allow to develop a list of adaption measures.

*Activity No 3.4: • Main deliverables*

The Service Provider will prepare the following deliverables, that can be used to assess the vulnerability of investment:

- Report summarizing the task
- Datasets: exposure current and future (by hazard in principle at municipal level), sensitivity (by type of infrastructure/asset), and vulnerability (by sector and hazard, at municipal level).
- Maps (GIS): exposure current and future (by hazard at municipal level) and vulnerability (by type of infrastructure/asset)
- Vulnerability assessment tool (excel file): allowing to assess the vulnerability of a given investment (or set of investments) by providing the type and location.
- Practical guidance that accompanies the previous deliverables

Task 4: Adaptation measures

For those clusters assessed with medium and high vulnerability, the Service Provider will identify adaptation measures. This adaptation measures will include in-built resilience (measures that are already implemented through the regulatory framework and design standards) and additional adaptation measures proposed.

This task will be developed through the following activities:

- Identification of existing adaptation measures (in-built resilience)
- Proposal of additional adaptation measures
- Specific focus on the floods

*Activity No 4.1: • Identification existing adaptation measures (in-built resilience)*

In-built resilience: existing procedures/norms that reduce the risk level. For example, any limitations for the construction of new buildings in high flood risk areas or upgraded drainage requirements for roads and railways. These measures can steam from different levels of government.

The Service Provider will provide list of existing regulatory requirements that may safeguard the project against current and future climate conditions. Some initial examples, to be further developed by the Service Provider:

- For example, the *Reglamento del Dominio Público Hidráulico* as well as the urban planning documents (*Planes Generales de Ordenación Urbana, Planes Particiales, etc.*) limit and put conditions to what can be built in flooding areas.
- The '*Código Técnico de la Edificación*' defines the requirements that the buildings have to comply with.

- *Existing Land Use Plans addressing floods, such as the [PATRICOVA \(Pla d'acció territorial de caràcter sectorial sobre prevenció del risc d'inundació a la Comunitat Valenciana\) - Planificación Territorial e Infraestructura Verde - Generalitat Valenciana](#)*
- Etc.

*Activity No 4.2: • Proposal of adaptation measures*

Based on the previous activities and tasks, the Service Provider will propose adaptation measures to be considered in the different clusters of investments. JASPERS available adaptation guidance for various sectors should be used as starting point. Some potential examples (to be further developed during the assignment) are presented below for illustrative purposes only.

- In the case of a call for proposal for SME, the companies might be required to contract an insurance covering extreme weather events.
- In the case of upgrade of schools, the different investments might need to consider shadowing (including through nature-based solutions), energy efficiency measures, cooling systems (with adequate considerations of energy efficiency), and the implementation of sustainable urban drainage systems that respond to recent climate and forecasted changes.
- Etc.

The Service Provider should consider that the best way to address the different risks might not be at project level. This is the case for example of the flooding risks related with floods or wildfires, better managed at hydrological and territorial/urban planning.

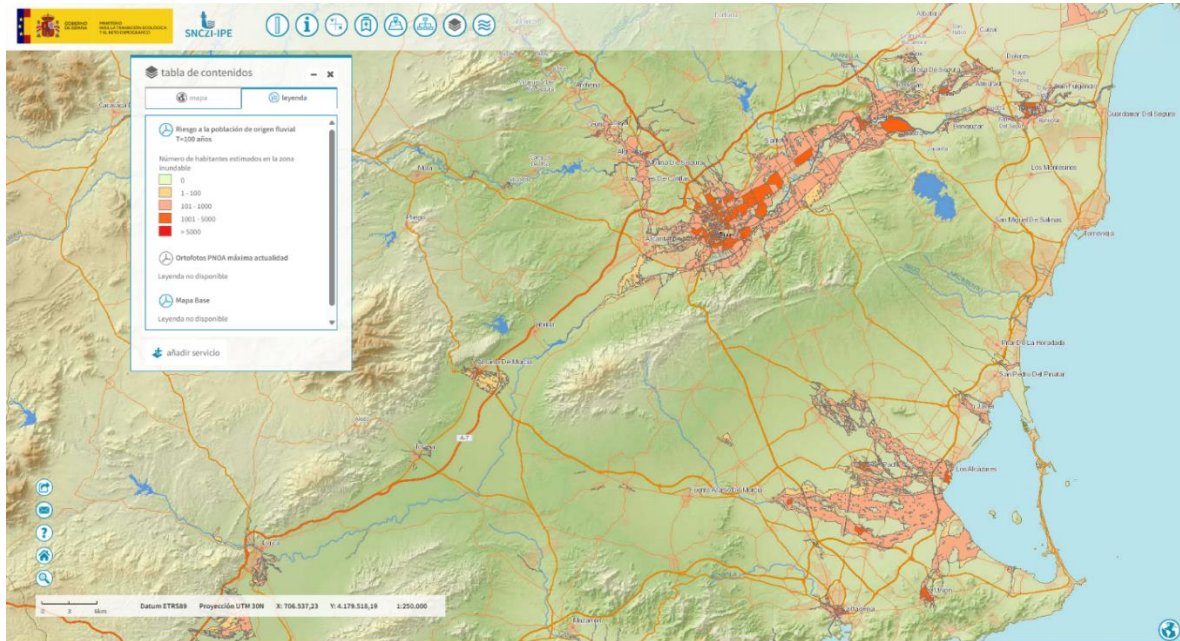
*Activity No 4.3: • Special consideration of the flood risk*

The service provider should take special consideration to the flood risk and provide specific recommendations on how to mitigate this risk.

The map below shows the risk to population to fluvial flooding areas in Murcia (return period 100 years). As can be seen, significant parts of the cities of Murcia, Cartagena, Lorca and the areas around the Mar Menor appear to be at risk.

As a result, for the investments located in those areas, the conclusion of the vulnerability and risk assessments is expected to be high (or extreme) risk levels.

The management of the flood risk goes beyond the capacity of the individual project and should include broader considerations such as the flood risks management plans for the area, flood protection infrastructure that is under development or construction, and urban development. The Service Provider should assess existing measures under preparation/development and present measures that are adequate for the projects to address the flood risk, which should have been identified previously in activity 4.1.



#### Task 5: • Practical guidance to other ERDF Programmes

The tasks to be developed by the Service Provider are focused on 5 ERDF Programmes (national, Andalucía, Catalunya, Galicia, and Valencia), which serve as pilot cases.

However, the results obtained will need to be applied to the rest of ERDF Programmes in Spain, by different stakeholders.

Building on the results obtained in the previous tasks, the Service Provider should a practical guide allowing stakeholders in Spain (intermediate bodies, project promoters, etc.) to address the climate proofing requirements.

This guide will include at least the following topics:

- List of clusters and their characteristics.
- Exposure to climate change
- Practical guidelines regarding the vulnerability assessment excel tool assessment
- Adaptation measure fiches (by cluster)
- Etc.

#### Task 6: • Knowledge sharing and training

This task will entail the following specific activities:

- Activity No 6.1 – Dissemination of results, knowledge sharing and capacity building
- Activity No 6.2 - Training on climate proofing

This task will be developed in Spanish.

##### *Activity No 6.1 - Dissemination of results, knowledge sharing and capacity building*

The results of the assignment need to be disseminated with the different stakeholders in Spain (Ministry of Finance, regional governments, intermediate bodies, etc.). This dissemination will be ensure though:

- Physical meetings in Madrid presenting the results of the different tasks (up to a maximum of 6 meetings)

- Online meetings as needed
- Presentations in the existing forums, such as the Foro de Política Regional y Económica and the Red de Autoridades Ambientales (up to a maximum of 3 presentations)
- Physical workshops (up to a maximum of 2 workshops). the Service Provider will arrange all the logistics, prepare the agenda, list of contacts, invitations and registration process, presentations/educational material and feedback forms. The Ministry of Finance will provide the venue, but coffee and lunch for up to 100 people will be provided by the Service Provider. The workshop are expected to have a duration of half a day (maximum one day).  
The Service provider will liaise with Ministry of Finance to coordinate the access to the venue building (in terms of security and protocol).
- Online webinars (up to a maximum of 2 online webinars). The Service Provider will arrange all the logistics including videoconference links, prepare the agenda, list of contacts, invitations and registration process, presentations/educational material and feedback forms.

#### *Activity No 6.2 - Training on climate proofing*

The Service Provider will organize and deliver 7 online trainings, in addition to the ones referred above, on the application of the European Commission's 'Technical guidance on the climate proofing of infrastructure in the period 2021-2027' and their application in different sectors which will also showcase the results achieved in the previous activities.

This training will focus on projects (and clusters including project) above EUR 10 M.

These trainings should address the following aspects:

- Introduction to the general elements of the methodology
- Application on waste and recycling infrastructure
- Application on water and wastewater projects
- Application on buildings: energy efficiency, health, education, research, etc.
- Application on transport and mobility
- Application on renewable energy
- Application for urban investments (multi-sectoral)

For each of the trainings, the Service Provider will propose dates and timing, content, trainer, and delivery method but also arrange the webinar logistics and relevant material.

The trainings should developed in Spanish and the key target audience will be Spanish public authorities, private sector, consultants, and stakeholders, such as environmental NGO's and others.

#### Task 7: Preparation of Final report and communication materials

The Service Provider will develop the following documents to be shared externally:

- Summary report of all the activities
- Case study (with an indicative length of 10 pages) with main challenges and lessons learned
- Blog post (indicative length of 2 pages)
- Booklet to be published (both online and physically – indicative length 2-4 pages)

## 4.2. Technical Deliverables to be produced

In relation to the above referred tasks, The Service Provider shall produce the following technical deliverables:

Related task	Name of the deliverable	Content	Due date of submission
Task 1	Report No 1 - Screening of operations under the Programme(s) covered under the assignment(s).	Full scope under Task No 1	No later than 1 month after the start of implementation
Task 2	Report No 2 - Definition of types of infrastructure investments and clustering	Full scope under Task No 2	No later than 2 months after the start of implementation period.
Task 3	Report No 3- High-level climate change vulnerability and risk assessment	Full scope under Task No 3	No later than 3 months after the start of implementation period.
Task 3	Specific deliverables: - Datasets - Maps (GIS shapefiles) - Excel tool - Practical guidance document	Full scope under Task No 3	No later than 4 months after the start of implementation period.
Task 4	Report No 4- Adaptation measures	Full scope under Task No 4	No later than 5 months after the start
Task 5	Report No 5- Practical guidance to other stakeholders	Full scope under Task No 5	No later than 6 months after the start
Task 6	Report No 6 - Knowledge sharing and training	Summary of the activities developed under Task 6	No later than 10 months after the start of implementation period.
Task 7	Final Report	- Summary of the conclusions of all the Tasks performed - Case study (with an indicative length of 10 pages) with main challenges and lessons learned	No later than 11 months after the start of implementation period

	Communication materials	<ul style="list-style-type: none"> <li>- Blog post (indicative length of 1-2 pages)</li> <li>- Booklet to be published (both online and physically)</li> </ul>	No later than 11 months after the start of implementation period
--	-------------------------	--	--

See section 7 below for further information regarding the submission and approval process of the technical deliverables.

All the technical deliverables will be submitted in Spanish, plus deliverables under Task 7 (Final report and communication materials) will be submitted both in English and Spanish.

### START DATE AND PERIOD OF IMPLEMENTATION, LOCATION, LOGISTICS.

#### **4.3. Start date & period of implementation**

The Contract shall enter into force on the on the date of confirmation of receipt of the appointment letter by the Service Provider (the "Effective Date").

The intended start date is March 2025 (the "Start Date") and the services shall be provided for a period of 11 months from this date (the "Period of Implementation"). All tasks to be performed under the Contract will have to be completed within the Period of Implementation of the Assignment. All technical deliverables and administrative reports to be produced under the Contract will have to be submitted by the Service Provider and approved by the EIB within period of implementation of the Assignment.

The Services shall be provided from the "Start Date" until the earliest of:

- the written approval by the Bank of the Completion Report or of the final deliverable (if a Completion Report is not foreseen) as the latter is described in section 8.2. below or section 4.2 respectively, which shall not be unreasonably withheld by the Bank, or
- the expiry of 16 months from the Start Date (the "End Date"), save where the Service Contract is terminated in accordance with Appendix C of the Service Contract/Framework Agreement. The performance of the Services shall not commence before the Start Date.

**Note:** The Implementation Period (and not the End Date) may be prolonged due to delays attributable to the materialisation of risks associated with the assignment or the third parties. Prolongation shall not cover contract management deficiencies attributable to the service provider. Any prolongation of the implementation period shall be decided and initiated by the EIB and will be communicated in writing to the Service Provider. In the event of a prolongation the EIB in discussion with the Service Provider will also amend the time schedule for the submission of the outstanding deliverables.

Should the necessity to perform additional services which were not included in these Assignment Terms of Reference and which would have become necessary to the completion of the Assignment arise, the EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract in accordance with the terms and conditions of the Framework Agreement and of these Assignment terms of reference.



#### 4.4. Location

“The Services will be performed from the Service Provider’s own professional premises”.

Key and non-key experts mobilised under the Assignment will have to be available for phone conversations, video-conferences and physical meetings/workshops, in accordance with the requirements under Task 6 , which should be anticipated in their technical and financial proposals.

The kick-off meeting and the meetings for the presentation of the tasks will take place in Madrid (unless the EIB request to do it virtually) and should be attended by the key experts. The workshops are expected to be organized in Madrid. It is not possible to anticipate at this stage the exact location, within Spain, of the existing forums (such as the *Red de Autoridades Ambientales* or the *Foro de Política Económica Regional*) in which the results will be presented will take place.

#### 4.5. Logistics (Office accommodation and administrative support facilities to be provided to the Service Provider’s experts mobilised under the Assignment)

The Service Provider

The Service Provider must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. While this applies to all the contract, the service provider should pay special attention to:

- Organization of the workshops (physical)
- Organization of online trainings –allowing for the delivery to several people and the use of break-out sessions.
- Organization of a platform, ideally SharePoint, to allow the sharing of information with the different stakeholders

The EIB

The EIB will provide the Service Provider, upon request, with all information relevant to the TA which is available to it and not covered by any confidentiality agreements and will fully cooperate with the Service Provider in order to achieve the best results.

No office, secretarial, communication or transport facilities are due to be provided by the EIB or by beneficiary

Beneficiary

The Beneficiary/client/promoter undertakes to ensure that his employees co-operate with the EIB and the Service Provider in relation to the provision of the TA. The beneficiary shall provide the Service Provider with such information and documents at their disposal which may be relevant and necessary to the provision of the TA. The Beneficiary/client/promoter will also provide the venue for the 2 physical workshops.

## **V. CONTRACT MANAGEMENT**

### **5.1. Responsible body and management structure.**

The European Investment Bank, through the Consultant Procurement (CP) unit of the Operations Resource Management Division (ORM) within the Operations Directorate (OPS), will act as Contracting Authority.

At the EIB, Projects Directorate (PJ), Strategic Transport Advisory (STAD) Department, JASPERS (later called JASPERS) will be responsible for the management, the technical and administrative follow up of the contract. During the course of the Assignment, the Service Provider will report to the EIB Assignment Responsible officer appointed by JASPERS. The contact details of the EIB Assignment Responsible will be communicated to the Service Provider following the award of the Contract.

The Beneficiary provides all necessary and existing documentation, in electronic format, in a designated IT cloud (Document Room), available to authorised personnel of the Service Provider and JASPERS. The coordinates of the Document Room will be communicated to the Service Provider following the award of the Contract.

The works start with a kick-off meeting, organised in designated place in Madrid (unless the EIB request to do it virtually).

The Service Provider provides products of its work (technical deliverables) in a written form for review and formal approval by JASPERS and the Beneficiary will be consulted to provide opinion of the technical deliverables.

The Service Provider will be expected to appoint a Team Leader responsible for the daily performance of the team of experts mobilised under the Assignment in its Technical Proposal (see section VI below),

The Framework Manager of the Service Provider's Framework Management Team shall nevertheless remain the sole interlocutor of the EIB for tendering, contractual and financial aspects of the Assignment and he/she will be required to react within two working days to any communication made by the EIB. In particular, should the necessity to amend any of the following elements of the Contract:

- Duration of the period of implementation;
- Scope of services (e.g. modification of specific tasks, replacement of specific tasks with others etc);
- Amount payable to the Service Provider or budget redistribution (ventilation);
- Terms of Payment (payments schedule);
- Composition of the team of expert (i.e. replacement of key experts or mobilisation of non-key-experts);

the Framework Manager of the Service Provider's Framework Management Team would be the interlocutor of the EIB's Assignment Responsible and CPCM.

The Technical Director of the Service Provider's Framework Management Team will be expected to provide high-level guidance to the experts assigned to the Contract. He/she will sign off all outputs required under the Contract and will maintains the final responsibility for the quality control of the

work carried out at the level of the Assignment, independent on whether he/she has carried out the quality checks himself/herself or this was done by any other staff of the consortium (if applicable).

## VI. RESOURCE REQUIREMENTS

The Service Provider shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of the assignment and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

All experts must be independent and free from conflicts of interest<sup>9</sup> in the responsibilities they take on.

### 6.1..Key experts

Key experts have a crucial role in implementing the contract. These Assignment Terms of Reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the key experts mentioned below in their Technical Proposal.

One of the Key Experts shall be nominated Team Leader by the Service Provider in its Technical Proposal and he/she will act as primary focal point to the EIB.

Key Expert I: Team Leader (Category I):

Qualifications	At least bachelor degree in climate change, engineering, natural science or equivalent. Post-graduate studies in climate change or a relevant subject will be considered an advantage.
General professional experience	At least 15 years' experience in the field of climate change, environment, or engineering ( <b>Minimum requirement</b> )
Specific professional experience	<p>At least 7 years' experience on climate change adaptation (<b>Minimum requirement</b>).</p> <p>The expert must have participated in the development of climate change vulnerability and risk assessments for at least 5 projects (or plans, strategies) within the past 5 years. (<b>Minimum requirement</b>)</p> <p>The expert must have participated in the development of climate change vulnerability and risk assessments in 3 of the following sectors within the past 5 years: 1. Buildings; 2. Transport; 3. Water/wastewater; 4. Waste and circular economy; 5 Flood protection; 6. Urban regeneration and urban development; 7. Energy; 8. Bioeconomy. (<b>Minimum requirement</b>)</p>

<sup>9</sup> For instance, an expert cannot exercise impartially and objectively the tasks assigned to him/her under the Assignment for reasons involving family, emotional life, political or national affinity, economic interest.

	<p>The expert must have work in Spain for at least 3 years in the fields of environment, engineering or climate change <b>(Minimum requirement)</b></p> <p>The expert must have at least 1 reference related to experience in dissemination activities/capacity building <b>(Minimum requirement)</b></p>
Language and other Skills	Working command of Spanish and English languages (CEFR C1) <b>(Minimum requirement)</b>

Key Expert II: Climate adaptation expert (Category III):

Qualifications	At least bachelor degree in climate change, engineering, natural science or equivalent
General professional experience	At least 5 years' experience considering the following sectors: climate change, environment or engineering. <b>(Minimum requirement)</b>
Specific professional experience	<p>At least 2 years' experience on climate change adaptation <b>(Minimum requirement)</b></p> <p>The expert must have participated in the development of climate change vulnerability and risk assessments for at least 2 projects (or plans, strategies) within the past 5 years. <b>(Minimum requirement)</b></p> <p>The expert must have work in Spain for at least 1 years in the fields of environment, engineering or climate change <b>(Minimum requirement)</b></p>
Language and other Skills	Working command of Spanish and English languages (CEFR C1) <b>(Minimum requirement)</b>

## 6.2. Non-key experts

The service key experts are expected to be supported by non-key experts, to ensure the adequate understanding of the technical aspects of the different sectors. The non-key experts will include primarily engineers, architects and environmental experts, covering the following sectors:

- Broadband and telecommunications
- Construction and architecture: health, education, housing
- Energy efficiency
- Renewable energy
- Green infrastructure

- Research
- Transport
- Water and wastewater
- Flood protection
- Solid waste and circular economy
- Urban regeneration and urban development
- And other sectors of interest covered by the ERDF Programmes.

The role of the non-key experts will be very important for the assignment, in different faces, such as in the definition of the sensitivity of different types of infrastructures, the estimation of in-built resilience and the delivery of the specific workshop.

Non-key experts will be of a category I, II or III.

CVs for non-key experts should not be submitted in the Proposal but the tenderer will have to demonstrate in their technical proposal that they have access to experts with the required professional profiles. The service provider will present the best way to cover the above-mentioned sectors.

The mobilisation of all non-key experts under the Assignment is subject to prior approval by the EIB. Before mobilising any non-key expert, the Service Provider will have to submit a formal request to the EIB Assignment Responsible by e mail. The request will have to include, not only the CV of the proposed non-key expert, but also information on his/her role under the assignment and clarity on the task(s) the expert will be assigned to. The request will also specify whether the expert proposed belongs to the category of expert I, II or III. In no case shall a non-key expert be mobilised without a prior approval by the EIB Assignment Responsible.

## Other aspects

In case of doubt on the professional profile received, the EIB may require evidence of the above skills.

If during the implementation of a Contract, the EIB judges the expert(s) unable to meet the level of quality required for preparing the written outputs such as reports, the Service Provider will provide, at no additional cost to the EIB, immediate additional support for these outputs to meet the appropriate standards. Should the EIB require the replacement of an expert for important reasons (i.e. for consistently failing to meet the requirements of the ATor), the Service Provider will take the necessary steps to propose a replacement solution to the EIB at the shortest term possible.

## VII. TECHNICAL DELIVERABLES & ADMINISTRATIVE REPORTS

### 7.1. Technical Deliverables

See section 2.2 above.

### 7.2. Administrative Reports

In addition to the technical deliverables identified above the Service Provider shall provide the following administrative reports:

Name of report	Content	Due date of submission
----------------	---------	------------------------

Completion Report	See below.	No later than 11 months after the start of implementation
-------------------	------------	---

**Completion Report** will contain the following:

- a summary of the services performed during the Assignment with reference to the tasks/deliverables set out in the Assignment Terms of Reference
- a synthesis of all analysed projects presenting the main issues solved and the remaining aspects to be tackled
- lessons learned as regards the activities performed and recommendations for the MA and beneficiaries
- if any, a statement summarising the various difficulties encountered and an evaluation of the impact of the above-mentioned difficulties in terms of the project itself, total cost for the Assignment and deadlines

The Completion Report shall also include as annex:

- A copy of all deliverables/reports/documents/material produced during the Assignment

### 7.3. Submission & approval of technical deliverables and administrative reports

The technical deliverables and administrative reports required in the Assignment ToR will be made available in electronic format. They will have to be provided in Microsoft Word compatible format, in a single file or with a series of files following a structure that makes it easy to print and generate hard copies, with all support files also attached). All produced spreadsheets have to be provided in Microsoft Excel compatible format, including all underlying formulas. Such formulas shall be unprotected and available to the EIB.

The EIB will have 15 working days to examine and approve each deliverable/report after consultations with the Beneficiary/client/promoter. Should the EIB request amendments, the Service Provider will be requested to re-submit the deliverable/report within 5 working days following the request, completed and adequately amended.

Deliverables are expected to be submitted electronically. All the technical deliverables will be submitted in Spanish, plus deliverables under Task 7 (Final report and communication materials) will be submitted both in English and Spanish. The administrative report(s) needs to be submitted in English.

### 7.4. Visibility requirements

The Service Provider shall endeavour to publicise any work undertaken and to highlight the participation of the European Union (EU) in the programme.

The technical assistance (TA) operation is financed under the JASPERS mandate. To ensure the visibility of JASPERS, the JASPERS logo, the EC logo as well as the EIB logo should appear on the cover page of reports produced under the TA contract.

THE JASPERS, EIB and EC LOGO MAY NOT BE USED FOR ANY OTHER PURPOSE.

The following disclaimer should also be included: "This Report should not be referred to as representing the views of the European Investment Bank (EIB), of the European Commission (EC) or of other European Union (EU) institutions and bodies. Any views expressed herein, including interpretation(s) of regulations, reflect the current views of the author(s), which do not necessarily correspond to the views of the EIB, of the EC or of other EU institutions and bodies. Views expressed herein may differ from views set out in other documents, including similar research papers, published by the EIB, by the EC or by other EU institutions and bodies. Contents of this Report, including views expressed, are current at the date of publication set out above, and may change without notice. No representation or warranty, express or implied, is or will be made and no liability or responsibility is or will be accepted by the EIB, by the EC or by other EU institutions and bodies in respect of the accuracy or completeness of the information contained herein and any such liability is expressly disclaimed. Nothing in this Report constitutes investment, legal, or tax advice, nor shall be relied upon as such advice. Specific professional advice should always be sought separately before taking any action based on this Report. Reproduction, publication and reprint are subject to prior written authorisation from the authors".

## **VIII. TYPE OF CONTRACT, BUDGET, REMUNERATION AND INVOICING**

### **8.1. Type of Contract**

The services are to be provided on the basis of a fixed price.

### **8.2. Budget**

The maximum budget for the present assignment is EUR 255,200.

### **8.3. Remuneration**

For the performance of the Services, the Service Provider shall be remunerated on the basis of a fixed price inclusive of expenses and exclusive of VAT (the Price).

### **8.4. Invoicing**

The Service Provider shall issue an invoice in accordance with the following payment schedule:

- First payment: within 10 working days of the approval by the EIB of Technical Deliverables - Reports No1, No2, No2, No4, No5 (after Tasks 1, 2, 3, 4 and 5 completed), the Service Provider shall submit an invoice requesting the payment of 30% of the Price.
- Second payment: within 10 working days of the approval by the EIB of Technical Deliverable- Report No6 (after Task 6 completed), the Service Provider shall submit an invoice requesting the payment of 20% of the Price.
- Final payment: a final invoice for the balance of the Price shall be submitted by the Service Provider within 10 working days of completion of the Assignment and following the approval of all Technical Deliverables and of the Completion Report.



