

UDF Jessica HF Greece

VP-959

**Questions and Answers 1**



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Nr.	QUESTION RECEIVED	ANSWER EIB
1	<p><u>Article 9</u> – pg. 5 – Contracts to be awarded to one or several Applicants. Does the EIB foresee partial lot allocation or will each Applicant be awarded a whole lot?</p>	<p>Offers which comply with the mandatory requirements set out at Annex 3, III “Mandatory Limits” (p.24 of the Call for Eol), will be evaluated on the basis of the Award Criteria. Lots contained in the Offers will be individually evaluated and awarded. Therefore, Applicants could be awarded only part of the lots included in the same Offer. Lots will not be partially allocated.</p>
2	<p><u>Annex 1</u> Article 1.4 – Can we please confirm that interested parties are invited to submit multiple Offers for each lot pursuant to Annex 3, III. Mandatory Limits (c) and (d)?</p>	<p>Applicants shall not submit different Offers for the same Lot. As stated in Mandatory Limits (d), the terms offered for one lot should not differ from one Offer to another. Applicants may submit more than one Offer in the form of a Business Plan provided that all the Offers comply with the requirements set out in Annex 3, III Mandatory Limits (a) – (b) and (d). In such a case Applicants should submit one Eol enclosing all Offers.</p>
3	<p><u>Annex 2</u> Article 4 – Can the consortium be represented by an individual other than an attorney under the cooperation agreement?</p>	<p>The term “attorney” refers to any person duly empowered to act on behalf of and able to commit the consortium. This can be achieved by way of including in a cooperation agreement a provision appointing the relevant person as an “attorney” or by issuing a power of attorney.</p>
4	<p><u>Annex 2</u> Articles 5 to 12 – Is there a requirement for an official certified translation – is there a requirement for documents to have an apostille?</p>	<p>Certificates and other official documents have to be translated into English by a certified translator.  No apostille is required.</p>
5	<p>Does the Applicant need to only be granted licence for business in Greece or in any other European jurisdiction including the UK? Does the copy of the licence need to be certified/apostilled or not?</p>	<p>The Applicant is required to be incorporated in at least one EU Member State. Hence, it may be incorporated only in Greece or in any other EU jurisdiction provided it is licensed to carry out business in Greece. No apostille is required.</p>
6	<p>Conflicts of interest – does a conflict exist if the Applicant/consortium currently own a potential Urban Project/rights to/planning for?</p>	<p>Ownership and “rights to” an Urban Project may entail a conflict of interest. If the Applicant was merely involved in the planning of the Urban Project without holding or intending to hold in the future any beneficiary rights, then such a project may be added to the UDFs projects’ portfolio list (Appendix A, Award Criteria, 3. Projects portfolio). Principally, any conflict will depend on the governance arrangements and robust conflict procedures applied. (UDFs are expected to put forward the most suitable and mature projects).</p>
7	<p>Compliance with tax and social obligations – does this need to be to be certified? or is a “Yes”/“No” response sufficient?</p>	<p>A Yes/No reply shall be given as part of the Declaration to be made by the Applicant (Annex 2) but in Annex 3, Section VI.1 of the Call for Eol (Exclusion Criteria), for item (d) it is required from Applicants to submit the most recent certificates issued by the competent social security and tax authorities of the country where they are established proving that they have fulfilled their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established. Where no such certificate is issued in that country, this can be replaced by a declaration on oath or</p>

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		solemn statement made before a competent judicial or administrative authority, a notary or a competent professional or trade body in that country.
<b>8</b>	Annex 2 - Article 12. It's not clear if the "relevant experience" is associated with Greece or it can be international related to "in the targeted market of Urban Projects" as those defined. The table also refers to "relevance of the project to Jessica mechanism" – it's not clear as to what they refer to as "Jessica mechanism" and there isn't anything under Appendix E. Can you please clarify the definition of the Jessica mechanism?	Operational Programs contributing resources to the JHFG refer to Greece and, therefore, experience in Greece is required as projects will have to be implemented in Greece and respect the requirements and criteria of the relevant Greek operational programmes. The JESSICA mechanism is described in Section I of Annex 3 ("Terms of reference"). Further relevant information on JESSICA mechanism can be found on the following website: <a href="http://www.eib.org/products/technical_assistance/jessica/index.htm">http://www.eib.org/products/technical_assistance/jessica/index.htm</a>
<b>9</b>	Annex 3 - Section I, Article C – "urban projects generate sufficient returns" – Can you please clarify if there is a target return and a preferred return and actual percentages?	There is no target or preferred return set. In principle, the concept of JESSICA assumes that the return should be sufficient to pay back the initial financing and its costs. UDFs are expected to manage their investments in such a way to achieve the rates of return expected in their business plans. Investments must be made in compliance with EU State Aid rules. Beyond this, there is no minimum level of return prescribed.
<b>10</b>	Annex 3 - Section I, Article D (b) – ""sufficiently and appropriately leveraged" – Can you please confirm what limits EIB sets for leverage and is this measured on an LTV or LTC basis?	There are no limits in what regards the leverage to be provided The approach of Applicants as regards leverage is to be described in their Business Plans.
<b>11</b>	Annex 3 - Section II – "The amounts invested..at the latest" – we would like to confirm that re-investment is allowed i.e. upon realisation/exit from a project profits can be re-invested into a new project.	<i>Applicants should describe the winding-up provisions planned to be applied by UDFs to their investment in Urban Project portfolio, including the reutilisation of resources returned to the UDFs from investment in Urban Projects or return of these resources to the JHFG. Re-investments are allowed but, at this stage, there is no decision taken as to if, when and how re-investment of returned funds will take place.</i>
<b>12</b>	Annex 3 - Section VI (2) (c) – What is the purpose of the requirement for the relationship bank to provide an assessment on the Applicant's financial capability given that the UDF will be funded by the EIB? Is there a requirement for the Applicant to match the funds allocated under the operational agreement? Is the EIB able to provide a reference template to be completed by the Applicant's relationship bank?	The selected UDF(s) will not be funded by the EIB. They will receive JESSICA funds from JHFG to be invested in Urban Projects. Given the various tasks of the UDFs (See Section I.D of the Terms of Reference), it is important that Applicants are able to evidence its financial capability. The reference provided by the relationship bank aims at this.  Applicants are expected to propose the amount of co-financing to be committed either in cash terms or in kind. Such a commitment will be reflected into the Operational Agreement.  EIB does not provide any reference templates.
<b>13</b>	Annex 3 - Section VII - Submission of Offers – "separate accounting and monitoring will be required for each priority axis" – explain/expand vav accounting and reporting for the UDF as an entity	Regardless of the legal entity's structure, according to EU Structural Funds Regulations, UDFs will be required to hold separate accounting codes, maintain separate audit trails and monitoring procedures for resources invested under each priority axis of the relevant Operational Programs.
<b>14</b>	Annex 3 - Section VII - Business Plan (1) "geographical and sectorial coverage" – "as described in section I hereof" – can we confirm that this refers to Section I pg. 17 – 23?	Yes, this refers to Section I of the Terms of Reference (Annex 3).

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<b>15</b>	Annex 3 - Section VII (7) - Does EIB requires the Applicant's articles of association (or for each member of the consortium)? Will EIB accept licences provided under non-Greek but EU authorities – for example an FSA authorised and regulated entity in the UK being able to passport its licence/s in other EU jurisdictions? Is there a requirement that the UDF is incorporated in Greece? Can the UDF's be non-Greek entities and governed by the laws of another EU jurisdiction? If the UDF is not yet incorporated, does the EIB require the existing Applicant/consortium by laws?	The Applicant is not required to provide the bylaws of each member of the consortium. As per Annex III, Section VII of the Call for Eol, if applicable, the Applicant should submit the bylaws of the UDF. The Call for Eol is open to any Applicant incorporated in the EU. The EIB will accept licences granted by non-Greek but EU authorities, provided the Applicant is entitled to carry out business in Greece under the applicable regulatory framework.
<b>16</b>	Annex 3 - Section X (1.1) (d) – “sufficient revenues” can you please clarify?	Please refer to question 9 above.
<b>17</b>	Annex 3 - Section XII 4. (b) “hence a market failure exists” – Can you please clarify what is meant by statement?	A market failure exists when a certain project cannot be financed because the expected return of that particular project cannot meet the investment standards/required returns of investors under market conditions.
<b>18</b>	Annex 3 - Section XII 4. (c) (i) & (ii) – Can you please provide the definitions of “normal Equity IRR” and “Normal Debt IRR” and the numerical equivalent if applicable?	The definitions on normal equity IRR and normal debt IRR are provided in the Call for Eol in Section XII.4. The numerical equivalents are expected to be proposed and justified by the Applicants.
<b>19</b>	Annex 3 - Section XIII 10 (a) – Can you please clarify if the management fee will be payable in advance or in arrears?	Detailed conditions concerning the management fee will be established in the Operational Agreement.
<b>20</b>	<u>Appendix B (pg. 42) “Selected Terms of the Operational Agreements”</u> : Please confirm that this will be negotiated and finalised upon selection of the UDF.	Following completion of the selection process, Operational Agreements will be negotiated with the selected UDF(s). Certain terms of the Operational Agreement are not negotiable.
<b>21</b>	<u>Appendix B (pg. 42) “Selected Terms of the Operational Agreement”</u> : Form of agreement – “limited recourse” – Can you please expand on the meaning so that we can identify potential risks for the UDF?	By limited recourse, the credit risk of the underlying agreements is intended to be covered. The EIB, as JHFG manager, would be willing to cover part of the credit risk provided the failure to collect amounts owed is not due to a mismanagement of the UDF.
<b>22</b>	<u>Appendix B (pg. 42) “Selected Terms of the Operational Agreement”</u> : “Limitation of liability” – “...certain limited exceptions” – Can you please provide additional information on this article?	The limitation of liability is expected to cover the credit risk borne under the underlying agreements. The UDF is expected to act with due care in collecting amounts owed under the underlying agreements and comply with the terms and provisions of the Operational Agreement. The UDF would however be required to indemnify EIB against any losses, should it not have complied with the terms and provisions of the Operational Agreement (a typical example illustrating such an event would be where funds applied to Urban Projects were not eligible under EU Structural Funds Regulations). It is foreseen that the Operational Agreement will include provisions on a risk-sharing mechanism, hence defining a threshold above which this mechanism will apply.

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23	<p>Appendix B (pg. 42) “Selected Terms of the Operational Agreement”: “UDF obligations” – Is there a requirement for an audit of the annual accounts? Do the audit and annual accounts need to comply with specific reporting regulations and accounting standards? Will the UDF be required to perform a consolidation across all projects accounts and is there a requirement for reporting of the audit and accounts to a regulatory authority?</p>	<p>UDFs will be required to apply stringent audit procedures. Audit and annual accounts will need to comply with EU Structural Funds Regulations and national regulations. UDFs will be required to produce consolidated annual accounts and provide concrete information also at project level. UDFs will be subject to audit by any competent national and EU authority as well as the EIB. The UDF will be required to have its annual accounts audited. Annual accounts need to be IFRS compliant.</p>
24	<p>Appendix B (pg. 42) “Selected Terms of the Operational Agreement”: “Indemnity” – Is the UDF expected to be able to cap the indemnity and is there a requirement for the UDF to take out professional indemnity insurance?</p>	<p>The UDF is expected to take out professional indemnity insurance with a cover satisfactory to the EIB. This will be negotiated in the Operational Agreement.</p>
25	<p>Are there any requirements in relation to the economic size of the Applicant/s or consortium.</p>	<p>The only requirement in relation to the financial standing of the Applicants is the one described in Section VI. 2. (c) of Annex 3 (Terms of Reference): financial capability or suitability to be involved in the management of equivalent or similar projects to those foreseen in the Call for Eol.</p>
26	<p>Information about the person authorised to submit the Eol.-: we kindly request clarifications about “power of attorney” and “a cooperation agreement authorizing the attorney to submit the Eol”. Is it about the legal authorization given through notaries or alternatively a cooperation agreement signed by all partners authorizing the leader to act on behalf of the consortium? Does the Applicant should necessarily act through an attorney - lawyer or a representative from the leader of the consortium is enough at the stage of the application?</p>	<p>Please refer to question 3.</p>
27	<p>Please define as much as possible “exit strategies” and the relevant recommendations and management procedures necessarily to be provided</p>	<p>Applicants are expected to describe exit strategies from Urban Projects in the relevant part of their Business Plan. These strategies will be evaluated in line with the Award Criteria.</p>
28	<p>Please define as much as possible “the by-laws of the UDF”.</p>	<p>By “by-laws” of the UDF we refer to the constitutional documents of the UDF.</p>
29	<p>Please specify as detailed as possible the whole paragraph regarding the “Winding – up provisions of the UDF”.</p>	<p>Please refer to Article 43 of Implementing Regulation 1828/2006 as amended and part 12 of the Business Plan form (Annex 3, Section VII of the Call for Eol).</p>
30	<p>To what extent is it required for municipalities to be involved in the projects? Is it possible that the municipality has no direct stake in the development? – examples:          · Private developer, private land, located in highly depreciated location. Development is expected to positively affect property values, allowing for indirect benefits to the municipality          · Land owned by the municipality, but rented out to the developer: the municipality does not have any direct involvement, yet it is expected that it will receive benefits, both because of property appreciation as well as from residual value upon expiration of rental (concession) period</p>	<p>There are no particular prerequisites regarding the role of Municipal Authorities. Please also refer to the eligibility criteria of Section I. C of Annex 3.</p>
31	<p>When submitting a bid as a consortium, do all participants have to contribute funds, as it</p>	

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	<p>may be the case that some may Offer only expertise? If so, how will respective expertise be evaluated during the selection process? Will it be weighed according to each entity's participation in the consortium, or is it credited overall?</p>	<p>The allocation of roles and responsibilities within a consortium submitting an EoI/Offer is to be determined by the consortium members themselves in their cooperation agreement and presented in their EoI/Offer. It is not required that all members of the consortium contribute funds. Experience is evaluated overall.</p>
<b>32</b>	<p>When the Applicant is a consortium, the leading party (which should hold more than 50% of participation) and any of the parties undertaking joint and several liability with the other members of the consortium, shall provide a bank reference, released by a financial institution, confirming that the Applicant maintains a regular relationship with said bank and that in accordance with the bank's assessment the Applicant has financial capability or suitability to be involved in the management of equivalent or similar projects to those foreseen in the Call (p.26, cl.2, para (d)):</p> <p>QUERY: We need to request for this selection criterion to be clarified as it raises the following issues:</p> <ul style="list-style-type: none"> <li>➤ Does the bank reference need to be given jointly for all members of the consortium or individually?</li> <li>➤ What if the reference needs to be given jointly but the members do not bank with the same institution?</li> <li>➤ In the event whereby the leading party is a bank itself, does it need to still give such reference?</li> <li>➤ What happens if a party of the consortium undertakes only several liability –do they still need to provide such reference?</li> </ul>	<p>As per Section VI 2. (c) and (d) of the Call for EoI, the bank reference needs to be provided for each member individually (but only for members which are jointly and severally liable). As per the Call for EoI (Section VI 2. (c), this requirement applies if the applicant is not "a financial institution".</p>
<b>33</b>	<p>Completion of EoI &amp; Declaration: QUERY: are Word versions available?</p>	<p>The documentation provided in the link on EIB's website is the only documentation provided for the submission of the EoI/Offer.</p>
<b>34</b>	<p>P. 13, cl.4, second para, the text reads "Responses should be stated in the form "Yes"/"No" or 'Certified'...". Please note that the response to question 5 is two figures (number and date of entry into register of each member of a consortium) QUERY: Please confirm that the response to question 5 in page 14 is only two figures (number and date of entry into register of each member of a consortium)</p>	<p>Question 5 requires the provision of the number in the trade registry as well as the date of entry and if applicable a copy of the decision of a competent authority granting the license evidencing that the applicant is authorised to carry out business in Greece under the applicable regulatory framework.</p>
<b>35</b>	<p>P. 13, cl.4, second para, the text reads "Responses should be stated in the form "Yes"/"No" or 'Certified'...". Please note that in question 12 the declarant certifies relevant experience but there is no space/dotted line to add the response 'Certified' (the experience table follows immediately on the next page). QUERY: Please confirm whether the Applicant, on behalf of the consortium, needs to provide an actual response to question 12 by adding the words "Certified" beneath it.</p>	<p>The Applicant is required to certify its experience by filling in the table provided.</p>
<b>36</b>	<p>Relevant Experience Table (p.15) QUERY: Please confirm in how much detail the Applicants need to go in the last column</p>	<p>The level of details provided must be sufficient to enable the EIB to assess the relevant experience of Applicants.</p>

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	("Relevance of the project to the JESSICA mechanism")	
<b>37</b>	<p>The text at the bottom of the Relevant Experience Table (p.15) reads "In case of a consortium the above table should be completed separately by each member of the consortium".</p> <p>QUERY: What is the effect to a consortium's chances if one of its members does not have any relevant experience due to it being recently incorporated? Can/Does the Applicant need to clarify and confirm such fact? If so, should such clarification/confirmation be accompanied by any supporting documentation (e.g. certificate of incorporation)?</p>	<p>The table has indeed to be completed by each member of the consortium but experience of the consortium will be assessed as a whole. Therefore, the fact that one of the members of the consortium does not have the required Relevant Experience does not imply that this selection criterion is not met.</p>
<b>38</b>	<p>P.5, cl.2 states that "Offers must be firm and non-revisable", whereas in p.12, cl,4 ("Methodology for the identification and evaluation of Urban Projects") the second sentence provides that "It is expected that UDFs will continue to look for other Urban Project not identified at the time of presenting the Offer".</p> <p>QUERY: Is it possible for an Applicant to supplement (not amend or revise) its Offer(s) by identifying new Urban Projects? If so, when/by when and how?</p>	<p>Cl. 2 refers to the financial component of the Offer.</p> <p>As regards the identification of Urban Projects by the Applicant, as provided under point 3 of the Business Plan template included in the Call for EoI (Section VII of Annex 3), the portfolio of Urban Projects should contain projects that the Applicant undertakes to finance, unless circumstances of a nature that could not have been predicted at the time of preparation of the Offer occur. In such cases, the possibility of substituting projects contained in the Business Plan with other Urban Projects of a similar nature, including similar balance between financial and socio-economic benefits, shall be permitted. Therefore, the potential portfolio of Urban Projects to be submitted by the Applicant will be indicative and not binding.</p> <p>The indicative project portfolio may be supplemented by the selected Applicant(s) (see Appendix B (UDF Obligations)) following signature of the Operational Agreement. The UDF will be required to submit to EIB its updated investment policy and business plan including an updated list of potential Urban Projects in September 2011 at the latest, or within two months following signature of the Operational Agreement. Thereafter, this process will be repeated each calendar quarter until exhaustion of the allocated resources.</p>
<b>39</b>	<p>P.29, Business Plan, item 6 states that "Applicants shall identify the manager of the UDF who will be either the Applicant itself or a member of its group or a member of the consortium or their respective groups", whereas p.29, Business Plan, item 8 requires the key experts of the project team to be identified.</p> <p>QUERY: Given that the manager of the UDF needs to be one entity as per item 6, please clarify if the key experts all need to come from this entity that will be the manager of the UDF or key experts may come from all members of the consortium.</p>	<p>The organisational structure of the UDF will be proposed by the Applicants (see point 8 of the Business Plan form in Section VII of the Terms of Reference as well as point 5 of the Award Criteria in Appendix A). What is required is to ensure that key experts are committed to provide their expertise to the UDF.</p>
<b>40</b>	<p>P.31, section VIII states that "The Applicant(s), whose Offer(s) will be evaluated as the most favourable, shall be invited to negotiations ...". P.11, clause 1.4 in conjunction with p.24, Annex III, item III define Offer as a combination of Lots that meet the criteria set in clause 1.4 and the mandatory limits in Annex III, item III.</p> <p>QUERY: Given the above mentioned definition, please clarify whether each Offer will be evaluated on the basis of the total Lots it contains, or you will evaluate each Lot separately and award it to the best Applicant for that Lot.</p>	<p>Please refer to question 1 above.</p>

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41	<p>P.23, section D paragraph b identifies co-financing at the UDF level and /or at the project level as one of the key tasks of the UDF.</p> <p>QUERY: Please clarify whether such co-financing may be in the form or loans and / or equity</p>	<p>Applicants should propose in their Business Plans the forms of co-financing, taking into consideration EU Structural Funds Regulations and EU State Aid Rules.</p>
42	<p>Please clarify whether co-financing at the project level in the form of a loan by the Applicant will rank pari-passu with or will be sub-ordinated to the loans to the project by commercial banks.</p>	<p>In the case of co-financing, Applicants should indicate any subordinatory relationships with JESSICA funds. In addition, Applicants have to ensure that this co-financing is compliant with EU State Aid rules.</p>
43	<p>In the case of co-financing being in the form a loan to the project level, please confirm that such co-financing is subject to the standard lending criteria and guarantees a commercial bank would require as far as the project and its sponsors are concerned. Please also elaborate on the implementation of “pari passu rule” in case loans are eligible for non- Jessica co-financing.</p>	<p>Exact terms and conditions of financial products should be determined by the applicants in their Business Plan (section 1) based on the provisions of Section XII (Conditions for the Financial Products) of Annex III of the Call for EoI. Please also refer to question 42.</p>
44	<p>Assuming that the applicant has undertaken to provide co-financing in the form of a loan to specific projects that are included in his Offer, but at the time of the actual provision of such co-financing the project does not meet the lending criteria and / or does not provide the standard guarantees as far as the project and its sponsors are concerned, please confirm that the applicant may substitute such project with another project that meets such criteria and provides such guarantees.</p>	<p>Yes. Please also refer to question 38 above.</p>
45	<p>The term “certified translation” means official translation certified by any competent authority of the country of origin, including translation certified by Greek lawyers, as provided by Greek legislation?</p>	<p>Please refer to question 4 above.</p>
46	<p>Should any document, either official or private (<i>i.e. declarations signed by the applicant’s representative, minutes of the Board of Directors, cooperation agreement</i>) be also apostilled or bear signature’s certification by any competent authority of the country of origin (<i>i.e. certification of the signatories by a notary public or other public authority</i>)</p>	<p>No apostille is required. Every document should fulfil the validity requirements it is subject to under the laws of the country of origin of the Applicant. Hence, where a certified declaration is provided, it should comply with the certification requirements of the laws of the country of origin of the Applicant (<i>i.e. certification by the relevant competent authority</i>).</p>
47	<p>Item 6 of the declaration to be made by the applicant of Annex 2 of the Call for EoI requires declaring whether any liens or charges are outstanding against the organisation at a competent court. Since the term “<i>liens or charges</i>” is extremely wide, please clarify whether the requirement may be restricted only to outstanding liens or charges that may seriously affect the financial status of the organisation. Please also clarify if any particular elements of such outstanding litigation against the organisation should also be</p>	<p>Liens or charges cover security interests granted over assets of the Applicant. Such declaration should not be limited to liens or charges which seriously impair the financial status of the Applicant.</p>

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	included in the declaration related to the said item ( <i>i.e. claimant, amount of charge or lien, competent court of justice, etc</i> ).	
<b>48</b>	Page 22, legal and ownership form of the UDF: In case the UDF is created as a legal entity, please advise whether the UDF must be an entity registered in Greece or it can be registered in other jurisdictions as well	Please refer to question 5 above.
<b>49</b>	Page 36, item 10 (a), Management Fee: The management fee shall be paid quarterly or semi-annually as provided by the Call.  QUERY: Please clarify whether the management fee shall be paid in arrears or at the beginning of the period.	Detailed conditions concerning the management fee will be established in the Operational Agreement. Applicants are requested to provide their Offer regarding the management fee in line with the Call for Eol, particularly with its Annex 3 Section XIII.
<b>50</b>	Page 36, item 10 (d), Management Fee: For the period from 1 January 2016 until the expiration date .... a UDF shall be entitled to receive a management fee paid only from moneys returned into the UDF from investments in Urban Projects up to a maximum amount, of an annual average, of 1% of the residual outstanding amounts which are actually repaid to the UDF by Urban Projects.....  QUERY: We are confused by the term residual outstanding amounts used in the Call. Please clarify whether the management fee for the period from 1 January 2016 onwards will be calculated on an annual basis as a percentage (up to a maximum of 1% without prejudice to sub-paragraph 10 (g)) of the moneys that actually flow into the UDF from the Urban Projects during that year	<u>The management fee is based on the residual outstanding amounts which are actually repaid to the UDF by Urban Projects concerned.</u> The management fee shall not be calculated on any amount due by any Final Recipient to a UDF and not returned due to a failure by an Urban Project to pay.
<b>51</b>	Under the Exclusion Criteria (pp. 25-26) certain declarations need to be given.  QUERY: Greek legislation provides a standard pro-forma of a binding declaration (Article 8 of Law 1599/1986) – should the applicants follow such pro-forma or provide a simple letter of declaration?	Applicants are entitled to use the statutory declaration mechanisms available in their country of origin. Applicants are invited to seek their own legal advice as to the applicable statutory declaration mechanisms in their jurisdiction of incorporation.
<b>52</b>	In section XIII Management Fee (paragraph 1) of Annex 3 is stated that “ <i>The JHFG will compensate a UDF for its operations in the form of a management fee</i> ”. Could you please clarify if this transfer carries V.A.T?	Under article 22 of the Protocol of the Privileges and Immunities of the European Union ( <a href="http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2004:310:0261:0266:EN:PDE">http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2004:310:0261:0266:EN:PDE</a> ), the EIB is exempt of VAT. Applicants are however advised to seek their own national tax advice to check that this exemption has been properly implemented in the relevant country.
<b>53</b>	Moreover, could you please clarify if VAT will be imposed in either the fixed or the contingent component of the total management fee that the UDF Manager will receive for its operations during the whole duration of the operational agreement?	Applicants are advised to seek their own tax advice. Any fees mentioned in the Eol should be free of tax.

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54	Assuming that VAT is imposed, could you please clarify if this should be calculated as an additional expense to be paid by the UDF Manager to Greek Tax Authorities or will be enclosed in the total management fee that the UDF Manager will receive?	Please refer to question 53 above.
55	In Annex III section I. D (paragraph b, "Key Tasks") is stated that the UDFs may only invest through loans or equity in promoting new projects. Are there any limitations in the specific types of loans that the UDFs may invest?	Conditions for the financial products are described in the Section XII of the Annex 3 ( <i>Terms of Reference</i> ) to the Call for EoI.
56	Could you please clarify, if there will be a limit ratio in the UDF financing to the total investment cost of any urban project?	Section X, point 1.3 and Section XII of Annex 3 of the Call for EoI indicate the possible financial criteria for Urban Projects and set out the conditions for the financial products to be provided by UDFs. Applicants should present further proposals in this respect in their Business Plans that have to be in line with the Call for EoI, the EU Structural Funds Regulations and national legislation.
57	Is there any time limitation (number of years) regarding the operational period of the UDF?	No specific limits have been set regarding the operational period of the UDF. Applicants should make their own assumptions and proposals based on standard market practice combined with their own experience and knowledge.
58	<b>Page 3:</b> "The EoI should be delivered by midnight on 17 May 2011 at the latest, as evidenced by the postmark". Please clarify whether the EoI should be delivered by this date to the EIB premises, or to the Luxemburg Post Office (postmark) or to the Greek Post Office (postmark).	The date of the official postmark of the relevant post office is conclusive evidence.
59	<p><b>Page 5:</b> It is our understanding that the following official documentation or supporting document/evidence is required in order the Expression of Interest (EoI) to be duly submitted. Please confirm that the following list is complete. Please, in addition, confirm that the translation in English of all the above supporting documents will be accepted if certified by a lawyer.</p> <ul style="list-style-type: none"> <li>a. Certificate (Banking License) from the Bank of Greece</li> <li>b. Membership certificate from the Athens Chamber of Commerce &amp; Industry</li> <li>c. Certificate of fulfilment of tax obligations</li> <li>d. Certificate of fulfilment of social security contributions</li> <li>e. Certificates from the Athens Court of First Instance stating that the</li> </ul>	<p>For supporting documentation, please see Annex 2 and Annex 3 Sections VI and VII of the Call for EoI.</p> <p>The certificates will depend on the laws of the country of origin of the Applicant, hence the EIB is unable to provide a closed list of the evidence to be submitted as part of the EoI. It is confirmed that a translation certified by a lawyer is acceptable.</p>

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	<p>applicant is not bankrupt, not wound up, does not have its affairs administered by the courts, has not entered into an agreement with creditors, etc.</p> <p>f. Certificate from the Ministry of Economy – General Secretariat for Commerce for non-suspension of business activities</p> <p>g. Criminal records for the executive members of the Board of Directors of the applicant</p> <p>h. Legitimization documents of the applicant (Articles of Association, Minutes of the Board of Directors and the General Meeting, etc.)</p> <p>i. Declaration of the legal representative (on behalf of the company) for the articles b, c, e, f of page 25 of the Eol.</p> <p>Declarations indicated in Annex 2 of the Eol</p>	
60	<p><b>Page 10:</b> “Registration number (copy of certificate to be attached)”. Please specify whether the Athens Chamber of Commerce &amp; Industry certificate of membership is sufficient or whether the relevant certificate (banking license) from the Bank of Greece is required.</p>	<p>As per 5. of Annex 2, if and where applicable, Applicants should submit both certificates.</p>
61	<p><b>Page 10:</b> The person(s) to sign and submit the Eol and/or to be in charge of communications will be authorized according to generally applicable authorization procedures of the Applicant. Please confirm.</p>	<p>Any authorised signatory of the Applicant is entitled to submit the Eol on behalf of the Applicant.</p>
62	<p><b>Page 13:</b> Annex 2: The representative declared in the form of Annex 2 may be the same with the person authorized to submit the Eol. Please confirm</p>	<p>Yes.</p>
63	<p><b>Page 13:</b> If the applicant uses the services of another company as a <b>subcontractor</b>, should the applicant also submit a cooperation agreement along with Annex 1 (applicant and subcontractor) or is it sufficient to present the general details of the subcontractor (par. 1.1, Annex 1) and the answers to questions 5-12 of Annex 2?</p>	<p>There is no need for a cooperation agreement with subcontractors. Submitting the general details of the subcontractor and replying to questions 5 to 12 on behalf of the subcontractor is sufficient.</p>
64	<p><b>Page 14:</b> Please confirm that the relevant experience of the applicant (required in Question 12 of Annex 2) does not have to include projects from <u>every</u> category (8 listed categories of Urban Projects in Question 12 of Annex 2) and that it is sufficient to cover some of the referred project types. In case of a subcontractor, relevant experience of the subcontractor will have to be demonstrated by filling the table of page 15.</p>	<p>As stated in Question 12 of Annex 2 to the Call for Eol, Applicants have to demonstrate <i>relevant experience in the targeted market of Urban Projects</i>. If it is not possible to provide evidence for each of the 8 listed categories, applicants should describe their experience covering as many categories as possible. Relevant experience of the subcontractor will also be demonstrated by filling-in the table of Section II of Annex 2.</p>

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65	<p><b>Page 19:</b> It is mentioned that: <i>“Urban Projects within the scope of the EU Structural Funds Regulations are investment activities, being part of an Integrated Plan for Sustainable Urban Development”</i>. Should the Urban Projects included in an applicant's business plan be already within an <b>existing Integrated Plan</b> in order to be eligible for JESSICA? Are there any less restrictive requirements, e.g., the Urban Project to be able to <b>apply</b> for being part of an existing Integrated Plan that still accepts applications, and, if approved, to be eligible for JESSICA financing? Can the applicants include such specific projects in their proposal?</p>	<p>In principle, Urban Projects to be included in the Business Plan should be part of an Integrated Plan for Sustainable Urban Development. Applicants may submit with their Business Plans projects that are not included in an existing Integrated Plan for Sustainable Urban Development, but sufficient evidence regarding their future incorporation in the relevant IPSUD should be provided. Applicants should bear in mind that if a proposed project is not included in an IPSUD, financing received by this project under JESSICA may not be eligible.</p>
66	<p><b>Page 22 Section I. C:</b> Please provide a definition of “non-eligible project costs”.</p>	<p>“Non-eligible” project costs are the costs not considered “Eligible Expenditure” pursuant to EU Structural Funds Regulations and the relevant Operational Programs. Please refer to the relevant documents on eligibility requirements in general under EU Structural Funds Regulations and in particular under the participating Operational Programs.</p>
67	<p><b>Page 26 Section VII</b> <i>“Applicants are expected to submit a separate business plan for each lot that they compete for”</i>. Assuming that an applicant submits an offer for 3 lots, is it correct to assume that it should submit Financial Forecasts and Operational Budgets for each lot, separately, as well as a consolidated Financial Forecast and Operational Budget for the entire UDF?</p>	<p>Applicants are required to submit their financial forecast and operational budget for each lot.</p>
68	<p><b>Page 27:</b> Are there any provisions/restrictions in regards to the deadlines for repayment of the capital invested in an Urban Project, e.g. is it possible to finance projects with a 20 year bullet loan or to finance a project with a typical amortization loan with a 20 year repayment period?</p>	<p>Applicants should describe the terms and conditions of financial products in their Business Plan taking into consideration conditions for the financial products as described in Section XII of Annex 3 (<i>Terms of Reference</i>) to the Call for EoI as well as in national and European rules.</p>
69	<p><b>Page 27:</b> <i>“In addition, applicants that are able to provide evidence of a pipeline of projects and specific details of “early win” projects will provide a greater degree of comfort to EIB that they are in a position to invest in Urban Projects within the relatively tight timescales envisaged for investment.”</i> During the selection of Urban Projects and in regards to distributing funds, is there a weighting of importance (expressed numerically) between the funds repayment timetable, the OP achievement of the Urban properties and the potential returns on the Jessica Funds? If not, should one of the three be a primary objective and the other two secondary objectives, and if yes what is their respective order?</p>	<p>Please see Section 3 of the Award Criteria as listed in the Appendix A to the Call for EoI.</p>
70	<p><b>Pages 27-30:</b> Some clarifying questions about the UDF:</p> <p><b>Duration of the UDF:</b> There is no indication as to the duration of an UDF. However, if the life of the UDF should co-exist with the life of the project-related loans provided (e.g. 20 years), then the life of the UDF would be longer than expected taking into consideration the fees to be provided. Which will be the regime of an UDF after 2015?</p> <p><b>Taxes:</b> Are loans to be provided by UDF/EIB to be exempted from paying tax on interest</p>	<p><b>Duration of the UDF:</b> In principle, the duration of investment agreements should not exceed the life span of the UDF. With respect to management fees, please see the requirements provided within Section XIII of Annex 3 to the Call for EoI (<i>Terms of Reference</i>).</p> <p><b>Taxes:</b> National legislative framework is applicable to the financial products provided by UDFs to final recipients. Applicants are however advised to seek their own national tax advice on that matter.</p> <p><b>Grace Period:</b> Applicants should describe the terms and conditions of financial products in their</p>

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	<p>and/or special tax (Law 128/75)?</p> <p><b>Grace Period:</b> Is capitalization of interest payments allowed?</p> <p><b>Projects:</b> Are projects implemented by the private sector, without the involvement of municipal authorities eligible?</p>	<p>investment policy taking into consideration conditions for the financial products as described in Section XII of Annex 3 (<i>Terms of Reference</i>) to the Call for EoI.</p> <p>Projects: Please refer to question 30 above.</p>
71	<p><b>Page 28:</b> <i>“The portfolio of Urban Projects should contain projects that the applicant undertakes to finance, unless circumstances of nature that could not have been predicted at the time of preparation of the Offer occur”.</i> It is presumed that the portfolio of Urban Projects to be submitted with the EoI is indicative and the applicant can modify this list at its own discretion. Please verify</p>	<p>Please refer to question 38 above.</p>
72	<p><b>Page 28:</b> <i>“The policy of the UDF concerning exit from Urban Projects”.</i> We understand that exit from Urban Projects may refer solely to equity investments, since loans have a pre-determined duration. Are there any limitations on exit strategy? Is selling of loans allowed as a means of exit? Furthermore, in cases where the repayment of the capital invested in a certain Urban Project will extend throughout a period of time, is there a priority in repayment for funds originating from the JESSICA program?</p>	<p>Applicants are expected to propose their exit strategies from Urban Projects in their Offers. The repayment of JESSICA funds will be done based on the provisions of the future Operational Agreement and Business Plan of the Applicant.</p>
73	<p><b>Page 28:</b> Point 4 of the Business Plan states “The portfolio of Urban Projects provided by the applicant shall not be interpreted as an exhaustive list”. Assuming that not all of the Urban Projects proposed for a specific Lot have an “early win” status, is it possible to include in a Lot a number of Urban Projects whose total budget exceeds the Lot’s budget so as to have alternatives for Urban Projects that might become not eligible?</p>	<p>On page 28, point 3 of the Business Plan it is clearly stated that <i>“the potential portfolio of projects to be submitted by the Applicant will be indicative and not binding”.</i> Additionally, on the same page it is mentioned that <i>“The portfolio of Urban Projects should contain projects that the Applicant undertakes to finance, unless circumstances of a nature that could not have been predicted at the time of preparation of the Offer occur. In particular, such circumstances may relate to Integrated Plans for Sustainable Urban Development being approved in their final form, resulting in certain Urban Projects not being eligible for JESSICA financing”.</i> Therefore, it is possible for Applicants to submit a portfolio of projects that exceed the Lot’s budget.</p>
74	<p><b>Page 29:</b> Pursuant to applicable Greek laws and regulations, the Applicant has already established and applies -within the framework of its business structure and corporate governance (by-law), inter alia, - operational, management and organizational principles, mechanisms and policies regarding: i) organization and internal control procedures, ii) management and administration procedures, iii) accounting procedures, iv) risk management and v) compliance procedures. In the case that the UDF is “a separate block of finance” within the Applicant, the same principles and policies will apply to UDF’s operations and this is assumed to be sufficient for the requirements of UDF’s operations and no separate rules and procedures are required to be applied. Please confirm.</p>	<p>The governance provisions should, inter alia, define the mechanisms to guarantee the compliance of Urban Projects with eligibility criteria under the relevant Operational Program, applicable local and regional legislation, and obtaining all relevant authorisations and licences relevant thereto, as well as the fulfilment of all obligations arising from the ERDF co-financing according to regional, national and EU Rules.</p> <p>Applicants should describe the proposed corporate governance procedures and illustrate their understanding on the particular requirements at the level of the UDF.</p> <p>EIB cannot be familiar with the specific corporate governance procedures applied by each Applicant and cannot confirm at this stage whether these comply with the requirements of the current Call for EoI.</p>
75	<p><b>Page 29:</b> The majority of the key experts of the UDF will be active staff of <i>the Applicant</i>,</p>	<p>In principle it is not required by the Applicants to recruit outside experts for running UDF</p>

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	acting in a professional manner. Please confirm that this scheme does not compromise the requirement of “independence of the management”.	operations. However, Applicants should demonstrate in their business plan how professionalism, competence and independence of management will be assured.
<b>76</b>	<b>Page 30:</b> The option of Urban Projects not to accept non-JESSICA funds puts into question the concept of co-financing at UDF level. Co-financing at UDF level should lead to total funds being offered to Urban Projects at the average debt or equity IRR level. Please elaborate	Please refer to question 43.
<b>77</b>	<p><b>Page 30:</b> Please clarify what is meant by “winding up procedures to be applied by the UDF” [other than e.g. the closure of any relevant UDF account (part of the accounting process)].</p> <ul style="list-style-type: none"> <li>• Is it conceived that we can have two levels of winding-ups, namely the UDF level and the projects level?</li> <li>• Are they related (i.e. can we proceed to the winding-up of the UDF without the prior winding-up of the project-related UDF loans)? In case this is possible, is the remaining exposure transferred to the EIB?</li> <li>• Which would be the “life” of a UDF, taking into consideration that the duration of the UDF loans provided would be long?</li> <li>• Winding-up of projects: Does it mean the date when the EIB loan is fully paid?</li> </ul> <p>Please clarify whether winding provisions of the UDF shall include also provisions as to the status of the Investment Agreement in the event UDF is dissolved prior to the termination of the Investment Agreement</p>	<ul style="list-style-type: none"> <li>• Winding up procedures (point 12 of the Business Plan) are applied at the UDF level, based on the investments’ portfolio to be developed by the UDF.</li> <li>• Applicants are expected to propose how resources will be returned to the EIB as manager of the JHFG. In principle, however, UDFs should not transfer any remaining exposure to the JHFG.</li> <li>• The life of a UDF must be determined by the Applicants, according to standard market practice and their overall business plans, provided that investment agreements should not extend beyond the life span of the UDF.</li> <li>• Winding-up of projects means the date when the UDF investment is fully returned by the Urban Project.</li> </ul> <p>As a principle, the life span of an investment agreement cannot extend beyond the life of the UDF according to the Operational Agreement.</p>
<b>78</b>	<b>Page 33:</b> “Urban Projects receiving grant assistance from the EU Structural Funds may be supported by UDFs in line with the relevant regulations”. Is there an upper limit on the combined assistance from EU funds (grants and JESSICA funding)?	On that matter, Applicants should review and base their decision on the relevant provisions of the Operational Programs contributing resources to the JHFG and EU Structural Funds Regulations.
<b>79</b>	<b>Page 33:</b> We understand that project maturity costs (e.g., technical, legal, tax advisory costs) are included in total investment costs, as is normal market practice in project financing. Please confirm	JESSICA funds should comply with expenditures’ eligibility rules according to the provisions of the relevant Operational Programs and EU Structural Funds Regulations.
<b>80</b>	<b>Page 33:</b> Point 4.c) of Chapter XI of the Terms of Reference refers to specific deadlines for the investment of Jessica Funds contributed to the UDF. Please confirm if the deadline refers to the signing of the relevant loan agreement or to the actual disbursement of the funds	The deadlines of Point 4.c) of Chapter XI refer to actual disbursement of funds.
<b>81</b>	<b>Page 34:</b> “Funds committed to the UDFs, in order to be invested in Urban Projects will be advanced by the JHFG in one or more tranches, unless otherwise agreed in the Operational Agreement”. In order to formulate our business plan and determine the interest rate offered on the funds it is essential to know the time period for which the funds will be available, thus it is crucial to know whether the funds will be disbursed in one tranche and specifically when. Please specify	Applicants are expected to propose the number and timing of tranches in their Business Plan. Detailed conditions concerning disbursement will be established in the Operational Agreement.

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82	<b>Page 34:</b> What is the required level of equity IRR for JESSICA equity investments	There is no required level of IRR for JESSICA equity investments, as long as these investments comply with EU State Aid Rules. Applicants should take their own advice in this regard.
83	<b>Page 34:</b> We understand that interest on JESSICA loans will be specified by EIB. Please provide indicative rates so that the calculations of the UDF Financial Model may be executed.	There is no required level of debt interest rates for JESSICA loans, as long as these loans comply with EU State Aid Rules. Applicants should take their own advice in this regard.
84	<b>Page 35:</b> It is stated that due to JESSICA financing the rate of return for providers of debt to a given Urban Project reaches a fair market level ("normal debt IRR"). Is it correct to assume from this statement that co-financing in the form of debt can be provided with "market terms" for the borrower? In any case, and in order to avoid any misunderstanding, it will be very useful to provide a definition of "Normal Equity IRR" and "Normal Debt IRR".	In what regards normal debt IRR and normal equity IRR, Applicants should make their own assumptions – proposals according to their experience and knowledge.
85	<b>Page 35&amp;36:</b> <i>"The management fee shall be calculated as a percentage of funds contributed from the JHFG to the UDF"</i> . Will the management fee be available from the time the Operational Agreement is signed, when the JESSICA funds are disbursed to the UDF or since some other date? Is the amount upon which the management fee percentage will be applied equal to the capital contributed from the JHFG to the UDF cumulatively from the beginning until the calculation year? Is this irrespective of the amount of Jessica funds invested	Detailed conditions concerning the management fee will be established in the Operational Agreement. Applicants are requested to provide their Offer regarding the management fee in line with the Call for EoI, particularly with its Annex 3 Section XIII. The basis on which the management fee will be applied will depend on the Applicant's proposal regarding the structure of the management fee (fixed and/or contingent) considering the caps as described in Section XIII of Annex 3. The relevance of JESSICA funds invested depends on how the Applicants propose to structure the management fee, considering also the provisions of paragraphs XIII.10.e, f and g of Annex 3.
86	<b>Page 35:</b> Paragraph 3 of Chapter XIII of the Terms of Reference states that the applicant should provide its proposal for management fees in respect to each lot separately and in respect to all lots together. Is the reasoning for the above requirement that if the applicant is awarded all the lots of an offer then the management fee proposed for all lots will be applied, while if the applicant is awarded part of the lots in its offer then the management fee proposed for each lot separately will be applied?	Yes. If an Applicant is awarded all the lots included in its Offer, then the management fee proposed for all lots will be applied. If the Applicant is awarded part of the lots included in its Offer then the management fee proposed for each lot separately will apply.
87	<b>Page 36:</b> The contingent part of the management fee could include a <i>"performance incentive fee based on investment in Urban Projects"</i> and/or <i>"an incentive based on the ex-post quality of the portfolio"</i> . Are the applicants free to define "performance" and "ex-post quality" or should be based on specific criteria, and if yes, which ones?	Applicants should propose a management fee structure in accordance with the principles of sound financial management. The type and definition of fees, as described in Section XIII, aim to allow for comparability of offers (for example, performance incentive fees may refer to higher percentage of investments (investment rate) as compared with the mandatory investment thresholds described in Section XI.4.c)). Likewise, a fee on ex-post quality of the portfolio may for example be linked to the delinquency rate on the portfolio, the collection rate of amounts due or any other relevant indicators for portfolio quality. Applicants are however free to decide their own calculation methods and use their own definitions subject to the caps described in Section XIII.
88	<b>Page 42:</b> Please specify the duration of the Operational Agreement	Duration of the Operational Agreement will depend on the proposed life span of the UDFs. Applicants are expected to propose the life span of the UDFs.

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89	<p><b>Page 42:</b> Is there any time limitation regarding the duration of the Investment Agreement in relation to the duration of the Operational Agreement? If yes, please clarify whether all obligations under the Investment Agreement shall continue to be performed after the termination of the Operational Agreement</p>	<p>Investment Agreements should not extend beyond the life span of the UDF.</p>
90	<p><b>Page 43:</b> Which is the maximum timeframe of the “grace periods” to be envisaged and integrated in the Investments Agreements signed between UDF and the Final Recipient?</p>	<p>There is no certain timeframe of “grace periods” as regards Urban Projects. This is to be prescribed by the Applicant in Section 1 of the Business Plan (investment policy) considering standard market practice and Applicants’ experience in relevant operations.</p>
91	<p><b>Page 43:</b> Please clarify whether it is permitted for the UDF to request security rights by way of a pledge or a first mortgage over Borrower’s Assets. Please clarify whether UDF is going to be the beneficiary of these security rights or EIB.</p>	<p>In principle, UDFs are expected to secure their investments in Urban Projects and perform their duties with professional diligence and in compliance with best market standards and the provisions of the applicable laws. Applicants are expected to propose in their Business Plan how they will achieve that. UDFs will be required to assign all of the investment agreements to EIB by way of security for its obligations under the investment agreements as soon as such investment agreements are signed.</p>
92	<p><b>Page 45:</b> “The share of irregular loans (please indicate methodology for calculating this parameter)”: Please provide detailed definition of “irregular loans” under the context of JESSICA</p>	<p>In what regards the current Call for Eol, irregular loans are understood to be under-performing and/or defaulted loans.</p>
93	<p><b>Page 47:</b> “Financial forecasts and operational budget of the UDF template”. Please verify that the relevant figures required refer to the UDF only and not to any co-financing sources</p>	<p>The financial forecasts template refers to the UDF resources.</p>
94	<p>Annex 2 Section 5</p> <p>We aim to provide English translations (through Ministry of Foreign Affairs) of the articles of association and of the execution powers of the signatory as well as certificate in English by the Bank of Greece on the operation of the Bank. Please confirm that this will be sufficient for the purposes of this section.</p>	<p>Should the mentioned documents grant the license evidencing that the Applicant is authorised to carry out business in Greece under the applicable regulatory framework, they will be sufficient for the purposes of Annex 2 Section 5.</p>
95	<p>Annex 2 Section 6</p> <p>Clearly being a large bank with diverse operations and branches throughout Greece and the Balkans we would naturally have some charges outstanding against us, as we would also be involved in litigation against other entities and individuals.</p> <p>We propose that we insert a copy of our latest publicly available financial statements which should include enough information to satisfy the above issue regarding litigation. Please let us know if our suggestion is not</p>	<p>Please refer to question 47 above.</p>

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	sufficient, and let us know what you propose for us to provide you with instead.	
<b>96</b>	<p>Annex 2 Relevant Experience</p> <p>We may be bound by confidentiality clauses in our agreements not to disclose certain information for the projects that we would potentially like to enter in this list. Where we are not able to provide the information required could we insert the comment that we are bound by confidentiality and cannot disclose the information required?</p>	It is possible, although clearly EIB's preference is for names to be included. However, if you are bound by confidentiality obligations from releasing client names these can be withheld provided that sufficient detail is provided to enable EIB to assess the relevant experience.
<b>97</b>	<p>General Tax Query</p> <p>With respect to loans being made from a UDF to a Project could you kindly clarify if they will be subject to the Greek law : N. 128/1975? We are asking if the UDF's lending will be exempt from this tax effectively since essentially we are talking about municipal funds.</p>	National legislative framework will be applied on the financial products provided by UDFs to final recipients. Please also refer to question 70.
<b>98</b>	<p>Is the UDF allowed to co-invest with other Funds/Investors and is the UDF allowed to undertake minority shareholdings</p> <p>The UDF is receiving resources from the JHFG ? are there any restrictions for the UDF with respect to the bidding process and assignment for the design/construction of the projects vis a vis the European legislation for public projects (open public bidding process with a call for expression of interest published in a national and EU special press release)? or the whole development process/stages can be treated as a private finance project? this relates to timings for each proposed project going forward and whether or not it complicates matters when the UDF steps into cooperation for a property/asset that belongs to the municipality.</p> <p>The Call for EoI document refers to Indicative Thematic Priorities?</p> <p>This is related to the ERDF but we don't have any other information? it would be beneficial to get the EIB to point to specific areas so that we can ensure compatibility between our indicative project pipeline and the requirements.</p>	<p>There are no limits on the shareholding to be acquired in Urban Projects if an equity investment is to be undertaken by the UDF. This is a component of the Investment Policy of the applicant. Please also refer to question 6.</p> <p>UDF should ensure that Urban Projects comply with all EU and national rules. JESSICA is a financial engineering instrument and should be applied according to the national legislative framework regarding public procurement and public works.</p> <p>In what regards indicative thematic priorities, Applicants should get their own advice by reviewing the related Operational Programs / Priority Axes that contributed resources to the JHFG as described in Annex 3 of the Call for Expression of Interest.</p>
<b>99</b>	Could you kindly clarify if VAT will be applicable to any management fee charged to the UDF?	Please refer to question 52 above.