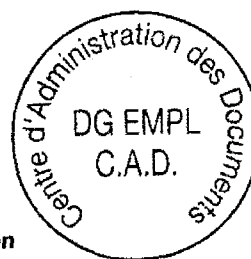




EUROPEAN COMMISSION
Employment and Social Affairs DG

Social Protection and Social Integration
Social Protection: fight against exclusion and coordination



**Operating Grant Agreement
between the European Community and**

Eurochild Aisbl

**in the framework of programmes and actions
in the social and employment sectors**

Agreement title **Combating Child Poverty in Europe – Making It A Reality!**

Agreement ref. No **VS/2004/0171**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Other administrative information

Unit **DG EMPL/E/2**

Ex-ante publicity **ref. No: —**

Call for proposal **ref. No: VP/2002/008**

SAGA **record No: 2002/VP008/10013**

Other accounting information

Commitment No **SI2.382052**

This commitment No **must** be quoted in correspondence relating to **payments.**

Type of Agreement **V/SB/OPG02**

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The European Community ("**the Community**"),
represented by the Commission of the European Communities ("**the Commission**"),
itself represented for the purposes of signature of this Agreement by Armindo SILVA, Head of
Unit, EMPL/E/2, Employment and Social Affairs DG,

of the one part,

AND

Eurochild Aisbl,
address: Rue de la Concorde 53, B-1050 Bruxelles, Belgium,
VAT No: —
("**the Beneficiary**"),
represented for the purposes of signature of this Agreement by Ms. Catriona Williams, Chair
of Steering Group,

of the other part,

HAVE AGREED

the **Special Conditions, General Conditions and Annexes** below:

- **Annex I** Beneficiary's work programme
 - **Annex II** Beneficiary's operating budget
- which form an integral part of this Agreement ("**the Agreement**").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Agreement.

The terms of the General Conditions shall take precedence over those in the Annexes.

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I. Special conditions

Article I.1 Subject

I.1.1. The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the work programme of the beneficiary, which corresponds to the activities and objectives specified in the beneficiary's articles of association.

I.1.2. The Beneficiary undertakes to do everything in his power to implement the work programme as described in Annex I, acting on his own responsibility.

Article I.2 Duration

I.2.1. The Agreement shall enter into force on the date when the last of the two parties signs.

I.2.2. The period of eligibility for Community funding shall be 12 months from 01/04/2004 ("the starting date").

Article I.3 Financing the work programme

I.3.1. The total costs eligible for Community funding are estimated at EUR 181 365.72 as shown in the Beneficiary's estimated operating budget in Annex II. The estimated operating budget shall show all the operating costs and receipts estimated by the Beneficiary for the period in question, making a distinction between costs eligible for Community funding and those not eligible, in accordance with the definition of eligible costs in Article II.12.

I.3.2. The Commission shall contribute a maximum of EUR 163 229.14 equivalent to 90.00% of the estimated total eligible costs indicated in paragraph 1. The final amount of the grant shall be determined as specified in Article II.15, without prejudice to Article II.17.

The Community grant may not finance the entire costs of implementing the work programme. The amounts and sources of cofinancing other than from Community funds shall be set out in the estimated budget referred to in paragraph 1.

I.3.3. By way of derogation from Article II.11, the Beneficiary may, when implementing the work programme, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect implementation of the work programme and the transfer between headings does not exceed 20% of the amount of each heading of eligible costs as shown in the estimated budget, and without exceeding the total eligible costs indicated in paragraph 1. He shall inform the Commission in writing.

Article I.4 Payment arrangements

I.4.1. Pre-financing

Within 45 days of the date when the last of the two parties signs the Agreement a pre-financing payment shall be made to the Beneficiary, representing 40% of the amount specified in Article I.3.2.

I.4.2. Further pre-financing payment(s)

Pre-financing may be paid in several instalments. In that case, payment of each further instalment may not be made until at least 70% of the previous pre-financing payment has been used up.

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Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Article II.13.2 and by a progress report on the implementation of the work programme.

Within 45 days after the Commission receives the request for payment of a further instalment, together with the documents referred to in the previous subparagraph, a pre-financing payment equivalent shall be made to the Beneficiary. In no circumstances may the cumulated further pre-financing payments exceed 40% of the amount specified in Article I.3.2.

I.4.3. Interim payment(s)

Not applicable.

I.4.4. Payment of the balance

The request for payment of the balance shall be accompanied by the final activity report and financial statement specified in Article II.13.4 and by an external audit report on the Beneficiary's accounts for the period in question.

The Commission shall have 45 days to approve or reject the activity report or to request additional supporting documents or information under the procedure laid down in Article II.13.4. In that case the Beneficiary shall have 30 days to submit the additional information or a new report.

A payment representing the balance of the grant determined in accordance with Article II.15 shall be made to the Beneficiary within 45 days following approval by the Commission of the activity report accompanying the request for payment of the balance. The Commission may suspend the period for payment in accordance with the procedure in Article II.14.2.

Article I.5 Submission of reports and other documents

The technical implementation reports, financial statements and other documents referred to in Article I.4 must be submitted in 3 copies in English on the following dates:

- Progress report on implementation of the work programme and detailed statement of the costs incurred: at the request for further pre-financing payment and, at the latest, within 2 months following the date when the utilisation of pre-financing reaches the level specified in Article I.4.2;
- Final activity report and financial statement: at the request for final payment and, at the latest, within 3 months following the end of the period of eligibility for Community funding specified in Article I.2.2.

Article I.6 Bank account

Payments shall be made to the Beneficiary's bank account or sub-account denominated in euro ¹, as indicated below ²:

- name of bank:
- address of branch:
- exact designation of account holder:
- full account number including codes:
- IBAN or, if non available, BIC code:



This account or sub-account must identify the payments made by the Commission. If the funds paid to this account yield interest or equivalent benefits under the law of the State on whose territory the account is opened, such interest or benefits shall, if they are generated by pre-financing payments, be recovered by the Commission as specified in Article II.14.4.

¹ Except in the case of bank accounts in countries that do not accept euro transactions.

² As shown by the account identification document issued or certified by the bank concerned.

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Article I.7 General administrative provisions

Any communication in connection with this Agreement shall be in writing, indicating the number of the Agreement, and shall be sent to the following addresses:

For the Commission

European Commission
Directorate-General Employment and Social Affairs
EMPL/E/2
B-1049 Brussels (Belgium)

Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above

For the Beneficiary

Ms. Catriona Williams
Chair of Steering Group
Eurochild Aisbl
Rue de la Concorde 53
B-1050 Bruxelles
Belgium

Article I.8 Law applicable and competent court

This Grant is governed by the terms of the agreement, the Community rules applicable and, on a secondary level, by the law of Belgium relating to grants.

The beneficiary may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the Agreement and the arrangements for implementing it before the Court of First Instance of the European Communities and, in the event of appeal, the Court of Justice of the European Communities.

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II.

General conditions

PART A Legal and administrative provisions

Article II.1 Liability

II.1.1. The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.

II.1.2. The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused in the implementation of the work programme. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.1.3. Except in cases of *force majeure*, the beneficiary shall make good any damage sustained by the Commission as a result of the implementation or faulty implementation of the work programme.

II.1.4. The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the work programme is being implemented.

Article II.2 Conflict of Interests

The beneficiary undertakes to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the agreement must be brought to the attention of the Commission, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once. The Commission reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within a certain time.

Article II.3 Confidentiality

The Commission and the beneficiary undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the period covered by Community funding.

Article II.4 Publicity

II.4.1. Unless the Commission requests otherwise, any communication or publication by the beneficiary about the implementation of the work programme, including at a conference or seminar, shall indicate that it has received funding from the Community.

Any communication or publication by the beneficiary, in any form and medium, shall indicate that sole responsibility lies with the author and that the Commission is not responsible for any use that may be made of the information contained therein.

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II.4.2. The beneficiary authorises the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiary's name and the address,
- the subject and purpose of the grant,
- the amount granted and the proportion of the beneficiary's total operating budget covered by the funding.

Upon a reasoned and duly substantiated request by the beneficiary, the Commission may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security or prejudicing his commercial interests.

Article II.5 Evaluation

Whenever the Commission carries out an interim or final evaluation of the grant's impact measured against the objectives of the Community programme concerned, the beneficiary undertakes to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.17.

Article II.6 Force Majeure

II.6.1. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to *force majeure*), labour disputes, strikes or financial difficulties cannot be invoked as *force majeure* by the defaulting party.

II.6.2. A party faced with *force majeure* shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.6.3. Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.

Article II.7 Award of Contracts

II.7.1. If the beneficiary has to conclude contracts in order to implement the work programme and they involve eligible costs for the operating budget, he shall seek competitive tenders from potential contractors and award the contract to the bid offering best value for money; in doing so he shall observe the principles of transparency and equal treatment of potential contractors and shall take care to avoid any conflict of interests.

II.7.2. Contracts as referred to in paragraph 1 may be awarded only in the following cases:

- (a) they may only cover the execution of a limited part of the work programme;
- (b) recourse to the award of contracts must be justified having regard to the nature of the tasks covered by the work programme and what is necessary for its implementation;
- (c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
- (d) any recourse to the award of contracts while the work programme is being implemented shall be subject to prior written authorisation by the Commission;

- (e) the beneficiary shall retain sole responsibility for implementing the work programme and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the agreement;
- (f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.8 and II.17 of the agreement are also applicable to the contractor.

Article II.8 Assignment

Claims against the Commission may not be transferred.

In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment to a third party of the agreement and payments flowing from it following a written request to that effect, giving reasons, from the beneficiary. If the Commission agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Commission. In no circumstances shall such an assignment release the beneficiary from his obligations to the Commission.

Article II.9 Termination of the Agreement

II.9.1. Termination by the beneficiary

In duly justified cases, the beneficiary may withdraw his request for a grant and terminate the agreement at any time by giving 60 days' written notice stating the reasons, without being required to furnish any indemnity on this account. If no reasons are given or if the Commission does not accept the reasons, the beneficiary shall be deemed to have cancelled this agreement improperly, with the consequences set out in the third subparagraph of paragraph 4.

II.9.2. Termination by the Commission

The Commission may decide to terminate the agreement, without any indemnity on its part, in the following circumstances:

- (a) in the event of a legal, financial, technical or organisational change in the beneficiary's situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.6;
- (d) if the beneficiary is declared bankrupt, is being wound up or is the subject of any other similar proceedings;
- (e) if the beneficiary is found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if he is guilty of grave professional misconduct proven by any justified means;
- (f) if the beneficiary is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement;
- (g) if the beneficiary has intentionally or by negligence committed a substantial irregularity in performing the agreement or in the event of fraud, corruption or any other illegal activity on the part of the beneficiary to the detriment of the Communities' financial interests. A substantial irregularity consists of any infringement of a provision of an agreement or regulation resulting from an act or an omission on the part of the beneficiary which causes or might cause a loss to the Community budget.

II.9.3. Termination procedure

The procedure is initiated by registered letter with advice of delivery or equivalent.

In the cases referred to in points (a), (b) and (d) of paragraph 2, the beneficiary shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

Where notice is given, termination shall take effect at the end of the period of notice, which shall start to run from the date when notification of the Commission's decision to terminate the agreement is received.

If notice is not given in the cases referred to in points (c), (e), (f) and (g) of paragraph 2, termination shall take effect from the day following the date on which notification of the Commission's decision to terminate the agreement is received.

II.9.4. Effects of termination

In the event of termination, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiary up to the date when termination takes effect in accordance with the provisions of Article II.15. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The beneficiary shall have 60 days from the date when termination takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.13.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the date of termination and it shall recover any amount if its use is not substantiated by the activity reports and financial statements approved by the Commission.

By way of exception, at the end of the period of notice referred to in paragraph 3, when the Commission is terminating the agreement on the grounds that the beneficiary has failed to produce the final activity report and financial statement within the deadline stipulated in Article I.5 and the beneficiary has still not complied with this obligation within two months following the written reminder sent by the Commission by registered letter with advice of delivery or equivalent, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the end of the period of eligibility for Community funding and it shall recover any amount if its use is not substantiated by the activity reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination by the beneficiary or termination by the Commission on the grounds set out in points (e), (f) or (g) of paragraph 2, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of the activity reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

Article II.10 Financial Penalties

By virtue of the Financial Regulation applicable to the general budget of the European Communities, any beneficiary declared to be in grave breach of his obligations under the agreement shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality. This rate may be increased to between 4% and 20 % in the event of a repeated breach in the five years following the first. The beneficiary shall be notified in writing of any decision by the Commission to apply such financial penalties.

Article II.11 Supplementary Agreements

II.11.1. Any amendment to the grant must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.11.2. The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the grant or result in unequal treatment of applicants.

II.11.3. If the amendment is requested by the beneficiary, he must send it to the Commission in good time before it is due to take effect and at all events one month before the date on which eligibility for Community funding ends, except in cases duly substantiated by the beneficiary and accepted by the Commission.

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PART B Financial Provisions

Article II.12 Eligible Costs

II.12.1. To be considered eligible for Community funding, costs must satisfy the following general criteria:

- they must be directly connected with the subject of the agreement and they must be provided for in the estimated budget annexed to it;
- they must be necessary for implementation of the work programme covered by the agreement;
- they must be reasonable and justified and they must accord with the principles of sound financial management, in particular in terms of value for money and cost-effectiveness;
- they must be generated during the period of eligibility for Community funding as specified in Article I.2.2 of the agreement;
- they must be actually incurred by the beneficiary, be recorded in his accounts in accordance with the applicable accounting principles, and be declared in accordance with the requirements of the applicable tax and social legislation;
- they must be identifiable and verifiable.

The beneficiary's internal accounting and auditing procedures must permit a direct reconciliation of the costs and revenue declared in respect of the work programme with the corresponding accounting statements and supporting documents.

II.12.2. In particular, the following operating costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;
- travel and subsistence allowances for staff, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the period of eligibility for Community funding covered by the agreement may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies;
- costs entailed by other contracts awarded by the beneficiary for the purposes of implementing the work programme, provided that the conditions laid down in Article II.7 are met;
- costs arising directly from requirements imposed by the agreement (in particular, audit costs), including the costs of any financial services (especially the cost of financial guarantees);
- overheads.

II.12.3. The following costs shall not be considered eligible:

- capital increases and return on capital;
- debt and debt service charges;
- provisions;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it;
- costs declared and covered by a specific action receiving a Community grant;
- excessive or reckless expenditure.

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II.12.4. Contributions in kind shall not constitute eligible costs. However, the Commission can accept, in duly substantiated exceptional cases, that the cofinancing of the work programme referred to in Article I.3.2 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

- the costs actually borne and duly supported by accounting documents of the third parties who made these contributions to the beneficiary free of charge but bear the corresponding costs;
- the costs generally accepted on the market in question for the type of contribution concerned when no costs are borne.

Contributions involving buildings shall not be covered by this possibility.

In the case of cofinancing in kind, a financial value shall be placed on the contributions and the same amount will be included in the costs of the work programme as ineligible costs and in receipts of the work programme as cofinancing in kind. The beneficiary shall undertake to obtain these contributions as provided for in the agreement.

Article II.13 Requests for Payment

Payments shall be made in accordance with Article I.4 of the Special Conditions.

II.13.1. Pre-financing

Pre-financing is intended to provide the beneficiary with a float.

Where required by the provisions of Article I.4 on pre-financing, the beneficiary shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the European Union.

The guarantor shall stand as first call guarantor and shall not require the Commission to have recourse against the principal debtor (the beneficiary).

The financial guarantee shall remain in force until final payments by the Commission match the proportion of the total grant accounted for by pre-financing. The Commission undertakes to release the guarantee within 30 days following that date.

II.13.2. Further pre-financing payments

Where pre-financing is divided into several instalments, the beneficiary may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the provisions of Article I.4 on further pre-financing. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, an external audit report on the beneficiary's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared;
- any other documents in support of his request that may be required by the Special Conditions in support of the request for further pre-financing payments.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes.

II.13.3. Interim payments

Interim payments are intended to reimburse the beneficiary for expenditure on the basis of a detailed statement of the costs incurred, once the work programme has reached a certain level of completion. It may clear all or part of any prefinancing.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the work programme;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4 on interim payment, an external audit report on the beneficiary's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. If an external audit of the beneficiary's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the interim report on implementation of the work programme;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested. If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. Where a report is rejected and a new report requested, the approval procedure described in this article shall apply. In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.9.2(b).

II.13.4. Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the period of eligibility for Community funding on the basis of the costs actually incurred by the beneficiary in carrying out the work programme. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.15.

By the appropriate deadline indicated in Article I.5, the beneficiary shall submit a request for payment of the balance accompanied by the following documents:

- a final report on implementation of the work programme;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure in the beneficiary's accounts for the period of eligibility covered by the agreement;
- where required by the provisions of Article I.4 on payment of the balance, an external audit report on the beneficiary's accounts. The external audit shall be carried out by an independent body or expert officially authorised to carry out audits of accounts. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. If an external audit of the beneficiary's accounts is not required, the beneficiary himself shall certify that the financial documents submitted to the

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Commission comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.

On receipt of these documents, the Commission shall have the period specified in Article I.4 in order to:

- approve the final report on implementation of the work programme;
- ask the beneficiary for supporting documents or any additional information it deems necessary to allow the approval of the report;
- reject the report and ask for the submission of a new report.

Failing a written reply from the Commission within the time limit for scrutiny indicated above, the report shall be deemed to have been approved. Approval of the report accompanying the request for payment shall not imply recognition of their regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Requests for additional information or a new report shall be notified to the beneficiary in writing. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested. If additional information is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. Where a report is rejected and a new report requested, the approval procedure described in this article shall apply. In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.9.2(b).

Article II.14 General Provisions on Payments

II.14.1. Payments shall be made by the Commission in euro. Any conversion of actual costs into euro shall be made at the daily rate published in the Official Journal of the European Union or, failing that, at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment order is issued by the Commission, unless the Special Conditions of the agreement lay down specific provisions.

Payments by the Commission shall be deemed to be effected on the date when they are debited to the Commission's account.

II.14.2. The Commission may suspend the period for payment laid down in Article I.4 at any time by notifying the beneficiary that his request for payment is not admissible, either because it does not comply with the provisions of the agreement, or because the appropriate supporting documents have not been produced, or because there is a suspicion that some of the expenses in the request for payment are not eligible and additional checks are being conducted.

The Commission may also suspend its payments at any time if the beneficiary is found or presumed to have infringed the provisions of the agreement, in particular in the wake of the audits and checks provided for in Article II.17.

The Commission shall inform the beneficiary of any such suspension by registered letter with advice of delivery or equivalent. Suspension shall take effect on the date when the letter is sent by the Commission. The remaining payment period shall start to run again from the date when a properly constituted request for payment is registered, when the supporting documents requested are received, or at the end of the suspension period as notified by the Commission.

II.14.3. On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary may, within two months following the date of receipt of a late payment, request payment of interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for

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the purposes of determining the final grant within the meaning of Article II.15.4. The suspension of payment by the Commission may not be considered as late payment.

II.14.4. The beneficiary shall inform the Commission of the amount of any interest or equivalent benefits yielded by the pre-financing it has received from the Commission. Notification must be made annually if the interest in question represents a significant amount, and in any event when the request is made for interim payment or for payment of the balance that clears the pre-financing. The interest shall not be treated as a receipt within the meaning of Article II.15.4. The Commission shall issue a recovery order in respect of it in accordance with Article II.16.

II.14.5. The beneficiary shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order in application of Article II.15, or failing that of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Commission undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply. This procedure is without prejudice to the beneficiary's right to appeal against the Commission's decision pursuant to Article I.8. Under the terms of Community legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

Article II.15 Determining the Final Grant

II.15.1. Without prejudice to information obtained subsequently pursuant to Article II.17, the Commission shall adopt the amount of the final payment to be granted to the beneficiary on the basis of the documents referred to in Article II.13.4 which it has approved.

II.15.2. The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.2, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.3.1.

II.15.3. If the actual eligible costs at the end of the period of eligibility are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Community grant percentage specified in Article I.3.2 to the actual eligible costs approved by the Commission.

II.15.4. The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure in the operating budget which allows the work programme to be implemented and that it may not in any circumstances produce a profit for him. Profit shall mean any surplus of the beneficiary's total actual operating receipts over his total actual operating costs. The actual costs to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Community grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only operating costs shown in the beneficiary's financial statements and falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Community resources.

Any surplus determined in this way shall result in a corresponding reduction in the amount of the grant.

II.15.5. Without prejudice to the right to terminate the agreement under Article II.9, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.10, if the approved work programme is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the work programme on the terms laid down in this agreement.

II.15.6. On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set

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the amount of the payment of the balance as being the amount still owing to the beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

Article II.16 Recovery

II.16.1. If any amount is unduly paid to the beneficiary or if recovery is justified under the terms of the agreement, the beneficiary undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.16.2. If the beneficiary fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.14.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal.

II.16.3. If payment has not been made by the due date, sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with advice of delivery or equivalent, or by calling in the financial guarantee provided in accordance with Article II.13.1. The beneficiary's prior consent shall not be required.

II.16.4. Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the beneficiary.

II.16.5. The beneficiary understands that under Article 256 of the Treaty establishing the European Community, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the Court of First Instance of the European Communities.

Article II.17 Checks and Audits

II.17.1. The beneficiary undertakes to provide any detailed information requested by the Commission or by any other outside body authorised by the Commission to check that the work programme and the provisions of the agreement are being properly implemented.

II.17.2. The beneficiary shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement for a period of five years from the date of payment of the balance specified in Article I.4.

II.17.3. The beneficiary agrees that the Commission may have an audit of the use made of the grant carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the agreement until the balance is paid and for a period of five years from the date of payment of the balance. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.17.4. The beneficiary undertakes to allow Commission staff and outside persons authorised by the Commission the appropriate right of access to the beneficiary's premises and to all the information, including information in electronic format, needed in order to conduct such audits.

II.17.5. By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Community law for the protection of the financial interests of the European Communities against fraud and other

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irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

The European Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

Signatures

1. For the Beneficiary,
Ms. Catriona Williams
Chair of Steering Group
Eurochild Aisbl

Cat Williams

Done at *Cardiff, Wales, UK* (place)

23/6/04 (date)

2. For the Commission,
Armindo SILVA
Head of Unit
Employment and Social Affairs DG

Armindo Silva

Done at Brussels

28/6/2004 (date)

01-07-2004

In duplicate, in English.

PART II : PROPOSAL

2003-2004 APPLICATION FORM

SECTION I

Information related to the Key European Networks seeking Community support

In this section, the applicant is requested to provide all information concerning the organisation of the European network and its operational capacity and professional qualifications and experience, including CVs of the persons (staff and external experts/consultants) who will carry out the proposed activities, their language capacities, an organisational chart, a description of the tasks of ALL staff involved in the activities.

1.1. Structure of the European network

*Which organisations may join the European network as members? (please specify what steps are needed for an organisation to join your network, which reasons could justify a refusal to admit it etc.) Eurochild AISBL is a new organisation that is taking over the network that was previously in membership of the European Forum for Child Welfare following a transitional year during which Children in Wales acted as host agency. Whilst the current membership is primarily NGO's, membership will be open to "not-for-profit" organisations – NGO's, statutory bodies, academic and research institutions, professional associations – and individuals who can demonstrate their primary interest is in the welfare and rights of children and young people, particularly the socially excluded. Drawn from across Europe, organisations need to demonstrate their legal and professional credibility in this field. Organisations may be umbrella agencies with a wide range of membership (some with both NGO and statutory members) in their own country; large policy and service providers at national level; trans-national policy and provider organisations; regional organisations; and community based organisations. Peer organisations of young people will also be actively involved. There are some individual members who tend to be retired chief executives of child welfare NGO's although individual membership is not encouraged as the network is primarily aimed at organisations. The principles on which criteria for membership, accreditation of members and payment of subscriptions are determined are contained in Articles four, five and six respectively of Eurochild's statutes, which state that 'membership is available to organisations with legal personality and individuals who can demonstrate they are able to meet the criteria laid down by the Management Board and approved by the General Assembly' and that 'every person or Association desiring admission as an effective member, associate member or honorary member shall make written application in such form and manner as the Management Board may for the time being prescribe. 'A copy of the applicant organisation's statutes or other legal status is always requested. Refusal of membership can be for a number of reasons eg lack of legal status or being subject of criminal investigation. Exclusion of members may also be put forward by the Management Board, following due process, as laid down in the statutes.

*Does your organisation have a fully-developed European secretariat? If not, see point 1.4. The previous EFCW office and its equipment has been retained and is a fully functioning office. The secretariat was provided during the past year through Children in Wales via Anne Williams on a part time basis and other Children in Wales staff who supplied administrative, financial and information support. (see 1.4)

*Name and number of people employed at the European secretariat, and tasks (please specify position, language skills levels and whether these people work full-time or part-time and include CVs) -paid employees –

It is proposed that the following staff now be recruited via an open competition process:

Secretary General – full-time – French and English minimum language skills

Office Manager – part-time - French and English minimum language skills

Information Officer - part-time - French and English minimum language skills

Plus a Stagiaire through an academic institution.

1.2. Describe the members of the European network

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Please give accurate details on the importance and representativeness of each organisation, in terms of structure and affiliated members

Eurochild AISBL was registered as an international NGO on 26th April 2004 and will now be able to charge membership fees. Members/ potential members are from the previous large number of NGO's circa 80 working in the field of child welfare for socially excluded children from across Europe in the former EFCW. Amongst them are 14 national umbrella organisations representing NGO's, local authority social services and education departments, plus health organisations. In addition, other organisations such as academic institutions can become subscribers as can European, national and local politicians.

Members meet at least twice per year to determine the policy and practice of the organisation as well as elect its officers and Board of Management. Eurochild monitors trends and developments affecting children, young people and their families and seeks to inform and influence the development of policies and legislation at EU level. It provides an important policy and practice Forum for its members, facilitating exchange and dissemination of good practice through its conference and expert meetings, paper and web based information and the development of partnership projects.

There are many examples of the results of this joint activity and numerous examples of successful policy changes to date. The EU funded Child Poverty project and subsequent representational work and the Family Support Projects were completed by the Network.

In view of the range of members it is difficult to do justice to them in one or two paragraphs. The importance of the membership at national level is undisputed. As previously stated there are several umbrella organisations in membership with hundreds of organisational members within their own countries. For example in separate jurisdictions within the UK (England, Scotland and Wales), and in countries such as Finland, Estonia, Germany, Georgia, and Cyprus, we have active umbrella member organisations that are the only national membership organisations within their countries and so are the most influential organisations at national level in terms of influencing governments in matters affecting children. In a range of countries for example Finland, Wales, Scotland, England and Germany, the umbrella bodies in membership of EFCW also have statutory sector members such as local authorities, municipalities, statutory health bodies and academic and professional institutions and bodies. This means that they are able to promote policy change directly to local authority level and professional networks as well as to governments.

Members and potential members of the Steering Group of Eurochild are :

A.G.J (Arbeitsgemeinschaft für Jugendhilfe) NGO Germany (UMBRELLA)
ANCE (Association Nationale des Communautés Educatives) NGO Luxembourg
ASOCIATIA MARILE SPERANTE Great Expectations - NGO Romania
ASSOCIATION ENFANTS ET ESPOIR - NGO France
Casa do Menino Jesus - NGO Portugal
Central Union for Child Welfare - NGO Finland (UMBRELLA)
Childline - NGO UK
CHILDREN IN SCOTLAND - NGO UK (UMBRELLA)
CHILDREN IN WALES - NGO UK (UMBRELLA)
Stiftung für Kinder - NGO Germany
Kinder-und Jugendanwaltschaft - NGO Austria
Children's Rights Alliance - NGO Ireland
Czech Society of Child Protection - NGO Czech Republic
Dyslexia International Tools and Technologies (D.I.T.T) - NGO Belgium
Estonian Union for Child Welfare (EUCW) - NGO Estonia (UMBRELLA)
Family and Child Care Center Greece - NGO Greece
Family, Child, Youth PNP Association - NGO Hungary
Fundacion ANAR Spain - NGO Spain
Latvian Save the Children - NGO Latvia
Mannerheim League for Child Welfare - NGO Finland
National Children's Bureau - NGO UK (UMBRELLA)

NIZW (Netherlands Institute of Care and Welfare) - statutory organisation Netherlands
NCVCCO (National Council of Voluntary Child Care Organisations) - NGO UK (UMBRELLA)
PCCPWC (Pancyprian Coordinating Committee for the protection and welfare of children) - NGO CYPRUS (UMBRELLA)

Other organisations who were part of the previous EFCW network - many of whom are actively interested in becoming members:

Our Children Ukraine - NGO Ukraine

Overseas Adoption Helpline – NGO UK

Peter Hesse Stiftung – NGO Germany
Polish Forum for Children's Rights – NGO Poland
Europe's Children-Our Concern – NGO Belgium
SIKON Foundation for Disabled Children – NGO Poland
Slovenian Association of Friends of Youth – NGO Slovenia
Children's Rights Alliance – NGO Georgia
Barnardos - NGO UK
Barnardos Ireland – NGO Ireland
Forschungsstelle Migration und Integration - NGO GERMANY
Fundacao CEBI - NGO Portugal
Fundacion Antonio Silva Leal – NGO Portugal
Home Start International – NGO UK
Instituto de Apoio à Criança - NGO Portugal
Fundacion Valenciana de Estudios Sobre Infancia y Juventud – NGO Spain
KEK VONAL Gyerekközösség - NGO Hungary
NCH UK
PCK (Vereniging de protestants christelijke kinderuitzending) – NGO Netherlands
Pesapuu Ry - NGO Finland
Office Européen des Enfants Disparus et Exploités – NGO France
Open Society Institute – NGO Hungary
Our Children Foundation – NGO Czech Republic
Refugio Aboim Ascensao – NGO Portugal
Stichting Op Kleine Schaal (OKS) - NGONetherlands

Telefono Azzurro - NGO Italy
Verein Der Amtsvormunder Osterreichs – NGO Austria
Associação A Casa do Caminho - NGO Portugal

1.3 Composition of the board of the European network

Eurochild has been designed to work on as flat a structure as possible with the organisational direction being taken at biannual members meetings, and with 3 or more Board of Management members. The previous Bureau of EFCW has been overseeing the creation of Eurochild and the Management Board of Eurochild has been elected from its members: Catriona Williams (Wales – UK), President, Ninetta Kazantzis (Cyprus) Treasurer and Ene Tomberg (Estonia) Secretary.

1.4. If your European network does not have a European secretariat, please specify staff in charge of the co-ordination at European level (include number, name, position and language skill levels)

Eurochild has been run over the past 12 months under the auspices of Children in Wales, where Anne Williams (French and English) has been employed in Brussels and Catriona Williams as Chair of the Steering Group. Other staff for finance, administration and information (French and English) have been active in the co-ordination at European level. Representation has been through Catriona Williams, Anne Williams and members.

Recruitment of Secretary General, Information Officer and Office Manager plus stagiaire will seek a range of linguistic skills. The secretariat must be at minimum bi-lingual French and English.

1.5 Explain to what extent the European network and its members demonstrate a record of competence and experience in analysing and contributing to policies against social exclusion and poverty in the European Union

Most members and potential members of Eurochild provide direct services to children suffering from social exclusion primarily as a result of poverty. In addition some members are also 'umbrella' organisations with hundreds of members made up of NGO's and statutory services operating in education, social work and health and are crucial in promoting change in policies. The Network Eurochild has spent the past year immersed in the issue of combating child poverty and members include individuals who are centrally active at National level on the subject. Previously EFCW itself has also undertaken EC funded projects concerned with Social Exclusion including:-

- 'Eradicating Child Poverty : Fact or Fiction?';
- 'Child Justice, Equal Justice?';
- 'Giving a Voice to Children from Residential Care'

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- 'Are Children protected from Violence in Europe?
- 'Children and Health' (including the effects of poverty)
- 'Living on the Edge: Children who work in Europe'
- 'European Children's Rights'
- The Rights of Bilingual children in Europe
- 'Childcare and other measures to reconcile employment and family responsibilities'

1.6 Previous experience of co-operation with other European networks also active in the fight against social exclusion and poverty (if applicable)

The experience of Eurochild has been drawn from the previous EFCW work. There is experience of the anti discrimination project with a range of legal professionals including the judiciary. In relation to combating child poverty, Eurochild (formerly EFCW) has been an active member of the European Anti Poverty Network and at national levels, many of our members are the leaders in the anti child poverty alliances/campaigns which bring together a wide range of agencies from the NGO and statutory sectors within their countries. Examples include the UK where Children in Wales is the lead agency for the End Child Poverty Network Cymru and the National Children's Bureau is the lead agency for the End Child Poverty Coalition in England. Through our membership we have worked with the public health network on issues of child health where we produced a joint briefing and also on adoption with the International Social Workers network. We have also been involved in the International Social Services conferences. Our links with the European Youth sector are also strong and one of our members in Germany is our representative at the Youth Policy meetings at European level as she is a main adviser on Youth issues within Germany. Our member in Wales is an adviser to the UK's Minister for Youth on issues regarding children and young people.

Eurochild (formerly EFCW) has long been a member of the Social Platform of NGO's and has been working together with them on the current EU Convention with the aim on including it into the new Treaty.

Eurochild also naturally has close links with specialist networks of organisations such as those regarding disability, ethnicity, bilingualism etc. Over the years we have organised events together.

In conclusion, our normal approach to working in fields such as poverty and social exclusion is to seek the appropriate partners for the task being undertaken so as to maximise the value of the exercise to all concerned. The current Chair of the Eurochild Steering Group is the Chief Executive of a National Umbrella body and has considerable expertise in partnership working and the ethos of the organisation is strongly in this direction.

SECTION II

Programme description and justification

2.1 Description of the activities of your organisation for which the subsidy is requested

Please enclose a detailed and accurate programme of anticipated activities for the organisation's 2004-2005 period. This should cover all activities such as: co-ordination of actions between members, gathering of opinions and information from member association, annual meetings, information measures for members (newsletter etc), preparation of reports, publication etc.

Please note that you are requested to justify all activities and costs incurred in the year of operation.

The renewal of the subsidy convention will depend on several conditions among which feature the submission of a report on previous activities and the approval by the Commission of a work programme and a provisional budget for the period 2004-2005.

Please also attach for each activity a separate sheet with a description of the activity in question, its objectives and target audience, clear indication on the effective and substantial participation of people exposed to social exclusion and poverty.

Please also indicate tasks related to the activities of the organisation which the applicant intends to sub-contract to another third party organisation/company/association:

Introduction

Poverty – what children say:

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- It is difficult to invite children back home – “It’s just too embarrassing, I’d never have people back here. It’s just too awful”
- There are constant restraints on choices, which other children do not have to confront – “I had to choose either to have new shoes or go on a school trip, so I had new shoes”
- Children often have to lend their pocket money to help out with household finances – “If there’s not enough money for food, then I’ll say OK use this. At least you’ve got something to eat”
- Low income is often a source of difficult experiences at school – “I used to wait for everybody to go out and then ask for a discount”

“Eradicating Child Poverty: Fact or Fiction” EFCW publication (2002) – funded by the European Commission.

Child poverty and social exclusion was a priority of EFCW, our predecessor organisation, which originated the bid for funding for this programme to take forward the recommendations made in the “Eradicating Poverty” report. This is a priority shared by Eurochild members, who wish to build on the foundations laid in year one to further develop the programme in subsequent years.

In relation to the part NGOs can play in combating poverty and social exclusion, the EFCW report identified four key areas: Monitoring Policy Effects; Helping with Policy Development; Listening; Raising Awareness. These form the basis of the current programme and are reflected in the following objectives, which have been updated to take account of developments since the original bid was submitted :

- **Monitoring Policy Effects:** Member States produced their National Action Plans/ Inclusion (NAPS/Incl) for 2003-2005 in July 2003 and the Commission’s assessment of these plans was published in a Draft Joint Report on Social Inclusion in December 2003. This will constitute the basis of the second Joint Inclusion Report (JIR) to be submitted to the Spring Summit of 2004. The JIR identifies key trends and challenges across the EU, provides examples of good practice and assesses progress towards meeting the Lisbon objectives. It is a key document in the monitoring of policy effects at national government level. It identifies six priorities for Member States, amongst which is a focus on ending child poverty. This will obviously be our area of interest and we will be particularly concerned to monitor the extent to which Member States adopt a children’s rights approach to policy-making and the extent to which they include children in the participatory processes provided for under Objective 4 of the Common Objectives, which encourage the “participation and self-expression of people suffering exclusion”. 2004 will also be a landmark year, when 10 new Member States join the EU and will participate in the social inclusion process. They will be producing their first NAPS/Incl in July 2004, based on the Joint Inclusion Memoranda (JIMs) signed in December 2003. We will be concerned to raise awareness of children’s issues in the development of these first plans and will link into the Commission’s synthesis report for the Employment and Social Affairs Council in April/ May 2004 in this process. Finally, we are aware that all 25 Member States will be preparing three year NAPS/Incl in 2006, in line with decisions on streamlining of policy co-ordination. We will be concerned to monitor the impact of this process on social protection and inclusion strategies.
- **Supporting Policy Development/ building membership capacity:** Members will be well placed strategically to both support and advise on policy development at different levels through networks in their own countries, and to lobby the European Parliament in the fight against child poverty. Some members already have established national networks and considerable experience to draw upon in accessing policy-makers and opinion-formers (including the NAPs National Experts) to influence policy development. Others, notably the Accession countries, may be at the beginning of this process and we recognise the crucial importance of helping to build capacity by sharing information and experience to build knowledge and skills in these areas. We have already begun the process with the increased funding provided by the Commission in the current year to facilitate a meeting/ seminar on the NAPS/ incl in March. We are also intending to encourage the development of ‘bi-lateral partnering arrangements’ between members in existing Member States and those from Accession countries so that newer members can ‘shadow’ those more experienced in the NAPS/Incl process. This will provide for continuing informal contact in between more formal organisational events. We will also be continuing to develop the template we drew up for the critique of plans submitted by Member States in July 2003. This provided a framework for assessing the plans from the perspective of children and young people adopting a ‘rights-based’ approach. It also assesses the extent to which children and young people are involved

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in the planning process as the one has a significant bearing on the other. The critique was submitted to the Commission and comments are reflected in the 2nd (draft) JIR. We will continue to maintain this dialogue with the Commission, using the template as an evolving research tool. This may well prove useful in the longer term for the development of indicators relating to child poverty which are based on children's own experiences and perceptions.

- **Raising Awareness and Increasing the Visibility of Children and Young People:** We will continue our activity in producing and disseminating information to support the priority of ending child poverty. This will be a two-way information flow of (a) disseminating information from the Commission and other EU institutions through the membership networks, in particular to influence the development and implementation of the NAPS/Incl in Member States and (b) offering an outside, specialist, perspective to the Commission through the membership on issues relating to child poverty. It will include liaison with National Experts – especially in Accession Countries – to raise the profile of children and child poverty in the NAPS/Incl. Activities will include the publication of Newsletters, Membership Updates, Position Papers, articles for relevant European and national journals and the continuing development of a Eurochild website. We will also organise information updates for MEPs. An annual conference to set the direction of the organisation for the coming year will also be held with members, when progress in relation to child poverty in the NAPS/Incl will be reviewed. We will also be placing a particular emphasis on the direct involvement of children and young people in the NAPS/Incl process to encourage Member States to recognise children and young people in their own right as "people suffering exclusion" and to validate their perceptions and experiences of poverty within the provisions of Objective 4 of the Common Objectives. The current situation is, for the most part, that the views and needs of children and young people are interpreted and relayed through adults and even, in some Member States, that the focus on children is mainly as future adult employees as opposed to a focus on the quality of their life now. The 2^d (draft) JIR also reported a limited acknowledgement of a 'rights-based' agenda for children and limited involvement in the NAPS/Incl process. We recognise that there may be a skills-gap in the area of children and young people's participation and will seek to provide opportunities to "model" processes, for example by including children and young people, wherever resources permit, in events we organise through this programme.

The three elements of the proposal can be summarised as follows:

Monitoring Policy Effects

- An annual members' review, using the Eurochild research tool in development, to establish the impact of NAPS/Incl in existing Member states and the progress of the first plans of the Accession countries from July 2004. The review to include comments from children, young people and their carers and an assessment of the extent to which their direct participation has been facilitated
- An input into documentation on NAPS/Incl produced by the Commission and relevant events organised around the Lisbon agenda (eg the JIMs synthesis report; continuing policy development surrounding streamlining; the network meetings organised around the Community Action programme; the Round Table Conferences on Poverty and Social Exclusion)
- An ongoing review of changes in legislation in countries where Eurochild has members to assess the extent to which this promotes or hinders social inclusion
- The production of a short impact statement for each 'membership' country

Policy Development/ Membership capacity-building

- The production of a Position Statement on eradicating child poverty to disseminate at European level and at national levels through membership
- Liaison with the Council of Europe, the European Commission and other relevant EU institutions (eg European Parliament) to offer a specialist view on child poverty. Liaison with National Experts on NAPS/Incl
- The provision of an annual training input for members on European and national policy developments and initiatives, to maximise their visibility and influence in their own countries

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- For New Member States and Accession countries: a specific emphasis within the work programme on information dissemination in relation to European policy development and new initiatives; sharing of good practice examples; support to connect with national children's networks and national NGO networks (linking particularly to the work of the Social Platform and EAPN); support to develop mechanisms for effective policy lobbying, support to develop strategies for ensuring children, young people and their carers have a voice. The encouragement of "bi-lateral partnering" arrangements between New Member States/ Accession countries and established Member States will be a significant feature of this programme as it will enable New Member States/ Accession countries to benefit from their partners' experiences of what has been most effective and what is transferable across Member States.
- A review of members' effectiveness in shaping and influencing the NAPS/Incl

Awareness Raising

- The dissemination of information updates – position and impact statements – to MEPs through a twice yearly bulletin and an annual meeting/ reception with politicians to which a representation of children and young people will be invited
- An annual membership conference to set the direction of the organisation for the coming year
- An annual membership review of progress of the NAPS/Incl (combined with the Annual conference)
- The dissemination of information to members through Membership Updates
- The publication of twice yearly Newsletters
- Website updates
- The publication of short papers through "Children in Europe" and other relevant European and national journals

I. MONITORING POLICY EFFECTS

The key elements to this section are set out in detail below:

1. (a) Annual members' review to monitor child poverty impact of NAPS/Incl in existing Member States and progress of first plans in Accession countries. Related monitoring of national legislation to assess extent to which this promotes or hinders social inclusion. Production of short 'impact' statements for each country involved (b) Comment on documentation produced by the Commission on NAPS/Incl and participation in relevant events organised around the Lisbon agenda.

This would involve:

- Further developing the template used for the initial critique of NAPS/Incl for use as a research tool in the continuing monitoring and development process
- Supporting members in the application of this research tool, especially in new Member States
- Supporting the 'bi-lateral partnering' arrangements between members in existing Member States and those in Accession countries
- Disseminating information to members
- Disseminating information to MEPs
- Maintaining dialogue with the Commission and other EU institutions, commenting on policy documents and participating in relevant events

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- Maintaining contact with National Experts

2. Methodology

Eurochild will, through its Secretariat :

- Liaise with specialist advisers and members on the development of the research tool
- Establish appropriate communication processes with and between members (especially in relation to the 'bi-lateral partnering' arrangements) to support the application of the research tool
- Produce quarterly Members Bulletins
- Produce bi-annual MEP Information updates
- Ensure that an appropriate 'rights-based' focus on child poverty is maintained in the monitoring and development process and that the visibility and participation of children and young people is promoted
- Provide a report of the monitoring process for the members' annual review of NAPS/Incl
- Produce a short impact Statement for each country based on the outcomes
- Attend meetings with the Commission and other relevant EU institutions, comment on policy documents, participate in relevant events
- Network with other European and national NGOs and maintain contact with National Experts

3. Resources required

Sufficient staff resources of a high calibre, based in Brussels, are essential to fully utilise the expertise, user contact and policy knowledge of the membership in the NAPS/Incl monitoring and development exercise and disseminate the results to maximum effect. This includes a Secretary General (5 days a week) administrative support (3 days per week) and Information Officer support (5 days a month) plus office running costs. Other supports for operational activities are also necessary, such as travel costs and interpretation services to facilitate meetings and seminars/ conferences, translation and printing costs for information dissemination. Other supplementary sources of funding from within the network will also be sought, for example to support additional meetings.

II. SUPPORTING POLICY DEVELOPMENT/ BUILDING MEMBERSHIP CAPACITY

The key elements to this section are set out in the detail below:

1. (a) Establish an agreed position on the issue of eradicating poverty and social exclusion across the membership ensuring that the views of children and their carers are incorporated effectively (b) build capacity within the membership to maximise their impact on the NAPS/Incl policy process

- Produce a Eurochild Position Statement and disseminate with the membership at European and national levels
- Offer a specialist outside view on child poverty to the Commission and other relevant EU institutions
- Equip members with the skills and information to influence the development of NAPS/Incl in their own countries, particularly those from Accession countries through the 'bi-lateral partnering' process
- Promote the involvement of children and carers in the NAPS/Incl policy process

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- Review members' effectiveness in impacting on the NAPS/Incl

2. Methodology

Through the Secretariat, Eurochild will :

- Work with members and specialist advisers to process the information from the NAPS/Incl monitoring exercise to produce a Position Statement. This will set out the key elements needed for eradicating child poverty and social exclusion, the fundamental principles of a 'rights-based' approach to child poverty, the importance of involving children, young people and their carers as actors in the process and the part NGO's should play in the continuing monitoring and development of policy
- Maintain an active liaison with the European Anti Poverty Network and national anti poverty networks that are wider than children's issues
- Maintain a dialogue with the Commission and other EU institutions, and through members, with NAPS/Incl National Experts
- Provide an annual training input based on members' identified needs (especially those from Accession countries where processes may be less developed) to cover as a minimum, areas such as: mechanisms for becoming involved in the policy process at different policy levels, promoting the participation of children and young people, discussion of information disseminated and sharing of good practice to influence the content and implementation of plans
- Support and develop the 'bi-lateral partnering' arrangement according to members needs
- Agree with members appropriate indicators for reviewing their effectiveness in influencing the policy process (which in turn may contribute to the development of indicators relating to child poverty in the NAPS)

3. Resources required

As in the previous section, sufficient staff resources of a high calibre, based in Brussels, are essential to fully utilise the existing expertise, user contact and policy knowledge within the membership and to increase capacity, particularly in the new Member States, to exert maximum influence on policy development. This includes a Secretary General (5 days a week) administrative support (3 days per week) and Information Officer support (5 days a month) plus office running costs. Other supports for operational activities are also necessary, such as specialist support for reference groups, seminars or specific tasks (eg. development of the research tool), preparation and dissemination of documentation, consultation on appropriate methods of evaluating effectiveness and impact. Other sources of funding from within the network will also be sought, wherever possible, to supplement existing resources.

III. AWARENESS RAISING

The key elements to this section are set out in the detail below:

1. The overall objective will be to (a) increase the visibility of children and young people in the NAPS/Incl and (b) promote their recognition as "people suffering exclusion" whose voices should be heard in the policy process, within the provisions of Objective 4 of the common Objectives. Main target audiences will be:

- Eurochild's own membership (to achieve greater involvement of both their organisations and the children and their carers in the development of NAPS/Incl)
- European and national politicians and policy makers
- Statutory bodies providing social work, education, and health services

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- The justice systems
- The wider public and professional audience

Children and young people will be involved in these processes wherever possible (and as resources permit) and we seek to "model" processes and share good practice through our own and through members' national activities.

1. Methodology

Through the Secretariat, Eurochild will

- Produce a short bi-annual Information briefing on policy development for MEP's;
- Arrange an annual meeting/reception for MEP's to discuss issues relating to the eradication of poverty and social exclusion to which a representation of children and young people will be invited
- Produce a quarterly Members Bulletin to keep members up to date on policy developments, at a European and at national levels, to support members in their lobbying activities in their own countries
- Facilitate the flow of information regarding effective practice through the 'bi-lateral partnering' arrangement
- Hold an annual members conference each year to set the objectives and direction for the next year at which the progress of the implementation and development of the NPAS/Incl will be reviewed
- Publish an Annual Report
- Produce a Position Statement
- Publish a bi-annual Newsletter
- Maintain an active and informative website
- Issue periodic press releases
- Publish articles in "Children in Europe" and other relevant European and national journals
- Publish in as many languages of the EU as are appropriate to the material and as can be supported from the budget
- Seek to provide members with as many opportunities as possible, within the programme of activities, for visits to other Member states to cross-fertilise ideas and experiences in a "live" context

3 Resources required

As before, sufficient staff resources of a high calibre, based in Brussels, are essential to fully utilise the expertise, user contact and policy knowledge within the membership, to maximise the awareness raising process and exploit the potential for change. This includes a Secretary General (5 days a week) administrative support (3 days per week) and Information Officer support (5 days a month) plus office running costs. Other supports for operational activities are also necessary, such as the costs of holding conferences, meetings and seminars; preparation and dissemination of reports, publications, Newsletters, Bulletins, Position statements; maintenance of the website; facilitating the involvement, wherever possible, of children and young people; encouraging active contact across the membership. Other sources of funding from within the network will also be sought, wherever possible, to supplement existing resources, particularly in relation to the involvement of children and young people.

- 2.2. Specify how the objectives and the activities of the organisation as identified above add value to the objectives and activities of the European networks which also address directly or indirectly the fight against social exclusion and poverty

Child poverty requires a focus on it or else it will be hidden. Children and young people can contribute to the solutions as well as describing the problems. The objectives above will add value to the existing networks fighting against poverty and social exclusion by:-

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1. **Increasing the capacity of the statutory sector** - the close working relationship of many of our members with statutory agencies as well as the extension of membership to them will enable those agencies to benefit from the results of our work. These agencies and also Europe wide professional networks such as child health will speed up the fight against social exclusion and child health.
2. **Strengthening the existing links with national politicians within members countries and with MEP's** Member agencies have a variety of levels of relationship with politicians - both national and European. Both are influential in achieving change and our members will be able to brief politicians with relevant examples, research etc so as to improve the quality of information upon which policies at the European level are made - eg the impact of European policies in excluding children from the direct benefits of Structural Funds
3. **Strengthening the network of existing child welfare organisations across Europe** and the children, young people and families with whom they work so they can contribute effectively to eradicating poverty by:- attract new organisations into the network; uniting them with a common purpose; increase their capacity to take action to influence policy at European level, both alone and jointly with other national and European networks; increase the joint action between Eurochild and children, young people and their families to achieve change
4. **Learning across national boundaries through** transmitting good practice across national boundaries and due to the nature of our members' work which is very close to national realities, it can act as a reality check for the impact of new policies; communicating information regarding child poverty - a focus on social exclusion and child poverty will raise the stakes in many countries as information is shared and good and bad policies disseminated; Eurochild can contribute to the quality of information being considered at the European level as it has strength in its depth of membership including most of the major providers of children's services. Policies need to be accurately informed by the reality on the ground and by organisations where large numbers of children are involved - Eurochild can provide quality information through its membership.

2.3. Provide details illustrating the mechanisms of consultation and information between the members and indicate how this co-operation is to be reinforced by the execution of the programme (give a summary of the outcome of the co-ordination activities of your organisation co-financed in 2003-2004).

Eurochild members meet on at least a bi annual basis to decide policy directions in the form of members meetings. The focus of this application will support this activity specifically addressing the way in which the members work both together at a European level and at the national level to combat child poverty and social exclusion.

Much of the regular connection through the network is via e mail policy groups which have arisen out of the work programme associated with the first year of the Action Programme. Other means of members coming together can depend on project funding for specific pieces of work unless member agencies find resources themselves. This bid will ensure that there is an annual meeting which is focused on child poverty and social exclusion and which will be a progression of work in relation to raising awareness; monitoring and influencing the National Action Plans. It will also enable bi lateral support and co-operation.

Eurochild is creating a new web site developed from our learning from the previous EFCW web site. It will also have a range of information sections plus a discussion forum on Child Poverty. This application will support the depth and range of content on the web site as significantly more information regarding child poverty and social exclusion will be available from the members work.

Eurochild produces newsletters. This application will enable significantly more content to be produced on the subject of child poverty and social exclusion.

Policy Briefings and position papers are also a means of informing members and the more languages they are available in the better. Currently Eurochild operates in French and English although with project funding translation into a range of languages is possible. This bid will enable Eurochild to produce more accessible material in the child poverty field.

2.4. Explain how the proposed co-ordination programme fits the general objectives of the Community action programme to combat social exclusion and how it will contribute significantly to the further development and implementation of the European strategy to combat social exclusion

1. The work done by EFCW in its Report "Eradicating Child Poverty – Fact or Fiction" indicates the importance of developing indicators that are meaningful to people living in those countries to which they apply. By monitoring the impact of policies through member organisations with their special role of being directly in contact with children and their families, more will be understood and can be disseminated about the issues.

2. We are also committed to involving children and young people directly in the policy process and have the skills and experience within the membership to "model" ways of doing this.

3. Our proposal to encourage the development of 'bi-lateral partnering' across established Member states and new Member states also has the potential to significantly increase the richness of information exchange and cross-cultural learning to pave the way for enlargement and the involvement of 25 Member States in the social inclusion process.

4. Our work to date on the NAPS/Incl monitoring tool has provided a good initial basis to build upon in the development of a more robust research tool for continuing monitoring of the existing plans and plans in development in Accession countries. This may also prove useful in the development of indicators of child poverty based on the experiences of children and young people and their carers themselves.

5. Eurochild's members will also be experienced at joint working with networks that are concerned with aspects of poverty and social exclusion beyond child poverty; working with national governments and statutory agencies on policy development as well as the European institutions.

6. By building the information base and capacity of our members, as well as developing new alliances, the issues for children can be better understood, and responded to more effectively approached if they are based on the experiences of children and young people themselves.

2.5 Explain how people who may be exposed to social exclusion and poverty are involved in the programme's implementation and follow-up and in what way

1. Children, young people and their families are directly involved with the work of our member agencies. It is our custom and practice to involve them at all stages of the process of designing, implementing and monitoring and evaluating our work.

2. Our members are experienced at supporting and empowering service users, both nationally and internationally, and will be keen to share this expertise and "model" activities, wherever possible, through the current programme (for example at the MEPs meeting/reception)

3. The members' annual review of NAPS/Incl will also ensure that agencies consult with and incorporate the views of service users. They will be supported by member organisations to give their views through a wide range of mediums, such as video diaries, and have the potential to be major contributors to the transmission of information regarding the impact of policies on their lives.

The constitution of Eurochild also stands to open up membership to a wider constituency of statutory and academic institutions.

2.6. Explain how the network will be able to act as an effective intermediary between various relevant policy levels, actors and institutions involved in the fight against social exclusion in the European Union

Eurochild is active in the Social Platform, and is also a key player in the UNICEF NGO as well as having observer status in the Council of Europe and ECOSOC.

We are able to field different member representatives to a wide range of forums and are collaborative by nature. In addition there are some pan European networks for certain specialisms that are in membership of Eurochild such as helplines.

Obviously the link with EAPN is crucial as the particular issues for children need highlighting with substantive data. Our member's influence at national and European level is substantial and the potential for a groundswell of activity from our members providing there is sufficient support centrally is clear.

2.7. Explain what the strategic work plan of the network is over the three year period (2002-2005) and explain possible developments of the network's activities for 2004-2005.

The primary focus of Eurochild between 2004 and 2005 is on combating child poverty and the work programme is primarily that of the activities listed in the bid. It is our intention to develop a process that

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informs and equips members to be active at European and national levels through information dissemination, training, partnering between organisations and representative activities in key European bodies. Monitoring the NAPS/Incl and contributing to their development is the primary objective of the network.

2.8. Justify the requested percentage of the Community grant (i.e. reasons why you are asking for a particular amount of funding), bearing in mind that the 90% core-funding may only be reached under exceptional circumstances, and explain what the sources will cover the remaining budget.

The request for 90% contribution is justified by the fact that our bid is modest and the only core funding for Eurochild and previously EFCW since the children and family's budget line was removed has been from the combatting social exclusion budget line. We would very much have liked to have requested a significantly larger amount of money as we have the potential to do considerably more work, however the match funding requirements are exceptionally difficult when there is no regular core funding and the organisation has had to be reconstituted. Our members have been consistently generous in relation to match funding for projects, from which they too have benefited with air fares etc, but as we are however keen to ensure that the work on child poverty and social; exclusion is central to our activity we wish to strengthen the Secretariat.

SECTION III

Implementation schedule

3.1 Expected starting date (please remember that your work programme must be limited to a one-year period starting on 1 April 2004 at the earliest and by 31 April 2004 at the latest)

Date of the start of work (DD/MM/YY) 01.04.04

Date of the end of work (DD/MM/YY) 31.03.05

3.2. Please provide a detailed timetable for the implementation of the work programme, as follows:

Month	Action(s)	Anticipated cost (in EURO)
There will be core tasks which will be ongoing, where costs are spread over the year: for example, liaison with members: meetings/ dialogue with the Commission and other EU institutions; liaison with European NGO networks; maintenance of website. Therefore the following is exceptional reporting of specific activities and their cost implications:		

April	(1) Recruitment of core staff	€3250,00
	(2) Follow up work from meeting/ seminar March 2004 (Work on research tool to monitor NAPS/Incl)	€1055,00
April/ May(1)	1 st (Spring) Members bulletin	€2600,00
June	(1) 1 st (Summer) Newsletter	€5500,00
July/August(1)	2 nd (Summer) Members bulletin	€2600,00
September(1)	AGM/ conference and training seminar	€48,130,00
	(2) Review of NAPS/Incl monitoring and support	
	(3) Review of 'bi-lateral' partnerships	
	(4) Annual Report & Position statements	€11681,00
Sept/ October(1)	MEP Information Update	€1350,00
Oct/ Nov(1)	3 rd (Autumn) Members Bulletin	€2600,00
December(1)	2 nd (Winter) Newsletter	€5500,00
January	(1) Reception with MEPs involving children	€17800,00
	(2) MEP Information Updates	€1350,00
Jan/ Feb 2005	(1) 4 th (Winter) Members bulletin	€2600,00

SECTION IV

Results expected from the activities as listed under 2.1.

Please give the indicators through which the impact of the subsidy can be evaluated in relation to the defined general objectives. Also, specify the target population and methodology, in addition to the final product to be delivered to the Commission on completion of the activities of your organisation.

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The target population is the membership of Eurochild (including the members of umbrella bodies in membership, from the full range of sectors where applicable), the children, young people and their families with whom our members work, and partner networks and politicians, at a European and at national levels.

Monitoring Policy Effects:

- Production of an annual Members Review of NAPS/Incl to establish their impact. The Review to include comment from children, young people and their carers
- A review of changes in legislation in each country (where Eurochild has members) that promotes or hinders social inclusion
- Production of a short impact statement for each country

Policy Development/ Capacity Building

- Production of a Position Statement on eradicating child poverty
- An annual training course for members on national policy development that will cover policy content, ways of establishing mechanisms for involvement at different policy levels, ensuring children and their carers have a voice
- A review of the Members effectiveness in influencing the policy-making process (which could inform the development of indicators on child poverty for the NAPS/Incl)

Awareness Raising:

- Production and dissemination of information including bi-annual Information briefings for MEP, quarterly Members' Bulletins, Bi annual Newsletters
- Production of a Eurochild Annual Report
- An annual meeting/ reception for MEP's
- An annual Members' conference
- Publication of short papers through "Children in Europe" and other relevant European and national

Evaluation of the expected results of the programme will be undertaken:

a) internally, via ongoing reporting to the Management Board by the Secretariat and by standing working groups (eg. the policy working group) and by the annual reporting process for the AGM

b) externally, via the appointment of an Independent Evaluator with appropriate expertise in the field of child poverty, who will be given a specific brief as to the expected results, as outlined above. We would also expect the Independent Evaluator to comment on process (eg. in terms of communication and collaboration) and on the future potential of the network to contribute to the programme.

An Interim Report on progress will also be produced for the Commission, in preparation for subsequent years' applications.

SECTION V
Declaration

On behalf of my organisation, I hereby declare that I have agreed to the basic conditions of participation in the 2003-2004 call for proposals for the support to European networks devoted to the fight against social exclusion and poverty. I confirm that the information contained in the present request is correct and that no partial or total information for the attention of the European Commission is withheld. I also declare that my organisation and I will comply with and abide by these basic conditions and that we will co-operate fully with the European Commission to oversee the actions. Should my application be selected, I hereby undertake to mention clearly the Community funding in every instance, public or not, official or not, and on all information material.

Name of the applicant organisation

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Eurochild

Name of representative of the organisation signing the application

Catriona Williams

Position

Chair of Steering Group

Catriona Williams

23/6/04

Cardiff, Wales, UK

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ANNEX II

Beneficiary's operating budget

1. Provisional operating budget in EUR

Headings and items	Sub-totals	Totals
EXPENSES		
NON-ELIGIBLE COSTS		
	<i>Total Non-Eligible Costs</i>	0.00
ELIGIBLE COSTS		
Eligible Direct Costs (D)		
Heading 1 – Staff costs	100 424.81	
Management	91 238.18	
Accounting	1 250.00	
Other staff	7 936.63	
Heading 2 – Travel and subsistence allowances	28 030.04	
Travel	14 859.10	
Subsistence allowances (accommodation, meals, etc.)	13 170.94	
Heading 3 – Costs of services	34 859.35	
Information dissemination	11 083.35	
Translations	8 376.00	
Other services		
Other external services (interpretation, catering)	11 950.00	
Audit and evaluation costs	3 450.00	
Heading 4 – Administration costs	18 051.52	
Other administrative costs		
Equipment	4 160.00	
Immovable property	10 987.88	
Raw materials and running expenses	2 803.64	
Charges for financial services	100.00	
	<i>Total Eligible Direct Costs (D)</i>	181 365.72
	Total Eligible Costs = D	181 365.72
REVENUE		
COVER OF NON-ELIGIBLE COSTS		
Beneficiary's contribution to cover the non-eligible costs		0.00
INCOME		
Beneficiary's contribution in cash (C)		18 136.58
Commission Grant (S)		163 229.14
	Total Income = C + S	181 365.72

2. The final statement

The final statement (see Article II.15) will be approved by the Commission (after modification/adjustment if and where necessary with regard to any heading and/or any item, as described below) only if:

- the Operation has been carried out (as should be shown by the Beneficiary's final report) according to the Annex I;
- the statement is accompanied by a declaration signed by the Beneficiary certifying that:
 - all costs included in the statement are real costs;
 - none of the expenses included in the statement of costs remains unpaid at the time of presenting the statement;

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- all expenses included in the statement of costs have been effected within the period of performance specified in Article I.2.2 of the present Agreement;
- all sources of funding, internal or external, for the Operation, have been included in the statement;
- all parts of the statement are judged valid (or modified to become valid) by the Commission.

3. Calculation of amounts due under the present Agreement

3.1. DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;
- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Agreement are set as follows:

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AT	Austria	74,47	128,58	IT	Italy	60,34	114,33
BE	Belgium	84,06	117,08	LT	Lithuania	80,00	170,00
CY	Cyprus	50,00	110,00	LU	Luxembourg	82,00	106,92
CZ	Czech Republic	55,00	175,00	LV	Latvia	85,00	165,00
DE	Germany	74,14	97,03	MT	Malta	60,00	115,00
DK	Denmark	91,70	148,07	NL	The Netherlands	78,26	131,76
EE	Estonia	70,00	120,00	PL	Poland	60,00	210,00
EL	Greece	66,04	99,63	PT	Portugal	68,91	124,89
ES	Spain	68,89	126,57	SE	Sweden	92,91	141,27
FI	Finland	92,34	140,98	SI	Slovenia	60,00	110,00
FR	France	72,58	97,27	SK	Slovakia	50,00	125,00
HU	Hungary	50,00	165,00	UK	United Kingdom	86,89	149,03
IE	Ireland	80,94	139,32				

3.2. Travel expenses

Travel expenses relating to journeys effected in execution of the present Agreement: these expenses will be reimbursed within the following limits:

- the journeys have to be carried out by the most direct and economic route;
- train journeys: first class;
- air travel: special fares (Apex type) will be the normal basis of reference. The "full fare economy" will be accepted only on a case-by-case basis with proper supporting evidence – in any case it constitutes a maximum (air travel allowed only for distances above 400 km, i.e. return flight above 800 km);
- car journeys: equivalent of corresponding first-class train ticket.

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