

EUROPEAN COMMISSION

Directorate-General for Education and Culture

Youth and Sport Youth in Action

OPERATING GRANT AGREEMENT

AGREEMENT NUMBER - EAC-2011-0133

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), itself represented for the purposes of signature of this agreement by

Director, Director of Youth and Sport,
Directorate General for Education and Culture

of the one part,

and

European Youth Forum AISBL*YFJ rue Joseph II, 120 1000 – Bruxelles Belgium

"the beneficiary", represented for the purposes of signature of this agreement by Secretary-General

of the other part,

HAVE AGREED

the Special Conditions, General Conditions and Annexes below:

Annex I Benefi

Beneficiary's work programme Beneficiary's operating budget

Annex III

Terms of Reference for Expenditure verification

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 set out in the General Conditions shall take precedence over those in the Annexes.

I - SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

- 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 Union funding shall be from 1 January 2011 till 31 December 2011.

ARTICLE I.3 - FINANCING THE WORK PROGRAMME

- I.3.1 The total costs eligible for Union funding are estimated at EUR 3.005.625,00 as shown in the beneficiary's estimated operating budget in Annex II. The estimated operating budget shall be in balance and shall show all the operating costs and receipts estimated by the beneficiary for the period in question, making a distinction between costs eligible for Union 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 2.400.000,00, equivalent to 79,85 % 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 Union grant may not finance the entire costs of implementing the work programme. The amounts and sources of co-financing other than from Union 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 the 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 of EUR 1.200.000,00 shall be made to the beneficiary, representing 50% of the amount specified in Article I.3.2.

I.4.2 Further pre-financing payments

Not applicable

I.4.3 Interim payment

Any request for interim payment shall be accompanied by the interim activity report and financial statement specified in Article II.13.3 and by a certificate on the beneficiary's financial statements and underlying 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.13.3. In that case, the beneficiary shall have 30 days to submit the additional information requested or a new report.

The amount of the interim payment shall be determined on the basis of the eligible costs actually incurred, as shown in the interim statement and validated by the Commission, to which shall be applied the percentage of the Union grant specified in Article I.3.2.

In no circumstances may the interim payment exceed 40 % of the maximum amount of the grant specified in Article I.3.2.

The interim payment shall be made to the beneficiary within 45 days following approval by the Commission of the activity report accompanying the request for interim payment.

The Commission may suspend the period for payment in accordance with the procedure in Article II.14.2.

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 a certificate on the beneficiary's financial statements and underlying 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 1.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The activity reports, financial statements and other documents referred to in Article I.4 must be submitted in three copies in English or French on the following dates:

- Progress report on implementation of the work programme and detailed statement of the costs incurred: before 15 September 2011, covering the period 1st January 30th June 2011:
- Final activity report and financial statement: within 2 months following the end of the period of eligibility for Union funding specified in Article I.2.2.

When required in Article I.4 the beneficiary has to submit an audit certificate in accordance with the procedure laid down in Annex III.

ARTICLE I.6 - BANK ACCOUNT

I.6.1 Payments shall be made to the beneficiary's bank account or sub-account denominated in euro, as indicated below:

Name of bank: ING BELGIUM NV/SA (FORMERLY BANK BRUSSELS LAMBERT SA)

Address of branch: 24, Avenue Marnix, Brussels

Precise denomination of the account holder: EUROPEAN YOUTH FORUM

Full account number (including bank codes): 375100915344

IBAN account code: BE55375100915344

I.6.2 This account or sub-account must identify the payments made by the Commission. It must be reserved exclusively for EU funds received for carrying out the work programme for which the grant is awarded. Moreover, the funds paid to this account or sub-account shall yield interest or equivalent benefits under the law of the State on whose territory the account or sub-account is opened. Such interest or benefits shall, if they are generated by pre-financing, be deducted from the payment of the balance or be recovered by the Commission as specified in Article II.14.4.

ARTICLE I. 7 -GENERAL ADMINISTRATIVE PROVISIONS

I.7.1 Any communication addressed to the Commission in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

European Commission
Directorate-General for Education and Culture
Directorate Youth and Sport
Unit E2: Youth in Action
B – 1049 Belgium
E-mail addres

- I.7.2 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. [E-mail shall be considered received on the date it is received. However, if the beneficiary receives a reply asking him to re-direct the e-mail, it shall not be considered received until the correctly re-directed e-mail is received.]
- 3. Any communication addressed to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

secretary General
European Youth Forum AISBL*YFJ
Rue Joseph 2, 120
1000 Brussels
E-mail address:

4. Any change of address by the beneficiary shall be communicated in writing to the Commission.

ARTICLE I.8 - LAW APPLICABLE AND COMPETENT COURT

This grant is governed by the terms of the agreement, the Union law 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 General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.9 – DATA PROTECTION

- I.9.1 Any personal data included in the agreement shall be processed pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the agreement by the entity acting as data controller, without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.
- I.9.2. The beneficiary shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his/her personal data, he/she shall address them to the entity acting as data controller.
- I.9.3. The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.

- I.9.4 Where the agreement requires the processing of personal data by the beneficiary, the beneficiary may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- I.9.5 The beneficiary shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.
- I.9.6 The beneficiary undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
 - a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii)unauthorised persons from using data-processing systems by means of data transmission facilities;
 - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - c) record which personal data have been communicated, when and to whom;
 - d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
 - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
 - f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.10 - OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this grant agreement:

Exchange rate applicable for the conversion of currencies into euro

The beneficiary shall submit the payment requests in accordance with article I.4, including the underlying financial statements, in euro. By way of derogation from Article II.14.1, any conversion of actual costs into euro shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website applicable on the day when the payment request in accordance with Article I.4 is submitted.

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

- II.2.1 The beneficiary undertakes to take all the necessary measures to prevent any risk of conflict 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.
- II.2.2 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.
- II.2.3 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 Union 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 Union.

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.

- 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 Union programme concerned, the beneficiary undertakes to make available to the Commission and/or persons authorised by it all such documents or information, including information in electronic format, 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 acknowledgement of receipt 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 award the contract to the bid offering best value for money; in doing so, he 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

- II.8.1 Claims against the Commission may not be transferred.
- II.8.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the agreement, or part thereof, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the beneficiary. It 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.
- II.8.3 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 change to the beneficiary's legal, financial, technical, organisational or ownership 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, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct;
- (f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (h) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;
- (i) if the beneficiary has made false declarations, is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

In the cases referred to in points (e), (g) and (h) above, any related person shall mean any physical person with powers of representation, decision-making or control in relation to the beneficiary. Any related entity shall mean in particular any entity which meets the criteria laid down by Article 1 of the Seventh Council Directive n° 83/349/EEC of 13 June 1983.

II.9.3 Termination procedure

The procedure is initiated by registered letter with acknowledgement of receipt or equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above, 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 termination 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), (f) and (i) above, 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 acknowledgement of receipt or equivalent, the Commission shall not reimburse the expenditure incurred by the beneficiary up to the end of the period of eligibility for Union 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 (a), (e), (g), (h) or (i) above, 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

- II.10.1 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.
- II.10.2 This rate may be increased to between 4% and 20 % in the event of a repeated breach in the five years following the establishment of the first.
- II.10.3 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 Union funding ends, except in cases duly substantiated by the beneficiary and accepted by the Commission.

PART B - FINANCIAL PROVISIONS

ARTICLE II.12 - ELIGIBLE COSTS

- II.12.1 Eligible costs of the work programme are costs actually incurred by the beneficiary, which meet the following criteria:
 - they are incurred during the duration of the work programme as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the financial statements and underlying accounts;
 - they are connected with the subject of the agreement and they are indicated in the estimated overall budget of the work programme;
 - they are necessary for the implementation of the work programme which is the subject of the grant;
 - they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary and determined according to the applicable accounting standards of the country where the beneficiary is established and according to the usual cost-accounting practices of the beneficiary;
 - they comply with the requirements of applicable tax and social legislation;
 - they are reasonable, justified, and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

The beneficiary's accounting and internal 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;

The corresponding salary costs of personnel of national administrations are eligible to the extent that they relate to the cost of activities which the relevant public authority would not carry out if the project concerned were not undertaken;

- 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 Union 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 for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost:
- costs declared and covered by a specific action receiving a Union grant;
- excessive or reckless expenditure.
- II.12.4 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, that the co-financing 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 co-financing 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 co-financing 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 provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.

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

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by the Commission to the beneficiary or, in the absence of such clearing, three months after a recovery is notified to the beneficiary by which the Commissions asks him to repay the 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, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. 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 pre-financing.

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, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved

auditor or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

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 the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

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 Union 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, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions in Article I.5 and the annexes. The beneficiary shall certify that the information provided in his request for payment is full, reliable and true. He shall also certify that the costs incurred can be considered eligible in accordance with the agreement, that all receipts have been declared, and that his request for payment is substantiated by adequate supporting documents that can be checked.

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 the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Requests for additional information or a new report shall be notified to the beneficiary in writing.

If additional information or a new report is requested, the time limit for scrutiny shall be extended by the time it takes to obtain this information. The beneficiary shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The beneficiary shall have the period laid down in Article I.4 to submit the information or new documents requested.

Extension of the delay for approval of the report may delay the payment by the equivalent time.

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.13.5 Costs of transfers

Costs of the transfers are borne in the following way:

- costs of dispatch charged by the bank of the Commission shall be borne by the Commission:
- costs of receipt charged by the bank of the beneficiary shall be borne by the beneficiary;
- all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

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 for the purposes of additional checks 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.

The Commission may 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 may also suspend its payments:

- if there is a suspicion of irregularity committed by the beneficiary in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the beneficiary in the implementation of another grant agreement or grant decision funded by the General Budget of the Union or by any other budget managed by it. In such cases, suspension of the payments will only proceed where the suspected or established irregularity can affect the implementation of the current grant agreement.

The Commission shall inform the beneficiary as soon as possible of any such suspension by registered letter with acknowledgement of receipt or equivalent, setting out the reasons for suspension.

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 is entitled to 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 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 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.

By way of exception, when the interest calculated in accordance with the provisions of the first and second subparagraphs is lower than or equal to EUR 200, it shall be paid to the beneficiary only upon demand submitted within two months of receiving late payment.

II.14.4 The Commission shall deduct the interest yielded by pre-financing which exceeds EUR 50 000, as provided for in Article I.4, from the payment of the balance of the amount due to the beneficiary. The interest shall not be treated as a receipt within the meaning of Article II.15.4.

Where the pre-financing payments exceed EUR 750 000 per agreement at the end of each financial year, the interest shall be recovered for each reporting period. Taking account of the risks associated with the management environment and the nature of actions financed, the Commission may recover the interest generated by pre-financing lower than EUR 750 000 at least once a year.

Where the interest yielded exceeds the balance of the amount due to the beneficiary as indicated in Article II.13.4, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II.16.

Interest yielded by pre-financing paid to Member States is not due to the Commission.

II.14.5 The beneficiary shall have 30 days¹ 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 Union law 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 eligible costs 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 Union 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 receipts 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 Union 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-Union 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 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.
 - 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, in cases where the beneficiary also has a claim on the Union or the European Atomic Energy Community, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.13.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date of the payment. 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 299 of the Treaty on the functioning of the European Union, 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 General Court of the European Union.

RTICLE II.17 - CHECKS AND AUDITS

- II.17.1 The beneficiary undertakes to provide any detailed information, including information in electronic format, 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 Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.
- II.17.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the beneficiary

Secretary General

For the Commission

Director

Done at: Bissels
Date: 76(5) 11

In duplicate in English.

Done at: brussels
Date: 26/5/2011



Application (revised) 2011

YOUTH IN ACTION Action 4.2

"Support to the European Youth Forum"

1. STANDARD GRANT APPLICATION FORM

1.1. Particulars of grant applicant

Identity of applicant

Business name (full legal name): European Youth Forum

Short name: Youth Forum

Acronym: YFJ

Official registration no: Belgian identification number 877.890.382

Legal status of applicant: international association, registered in Belgium (AISBL = association

international sans but lucratif)

VAT No: N/A ("non-assujeti")

Address of registered office

Street: Rue Joseph II

No: 120

Postcode: 1000

City: Brussels

Country: Belgium

.

Particulars of applicant's bank

Name of bank: ING Bank Street: Rue du Trône

No: 1

Postcode: 1000 City: Brussels Country: Belgium

Bank account No: 375-1009153-44 IBAN code: BE 55375100915344 BIC code (SWIFT): BBRUBEBB

Principal account holder

"European Youth Forum AISBL"

NB: Primary signatory rights within the association are given to the Secretary General and Administrative and Financial Director. Co-signing rights are given to other members of the management team (1 Head of Department and one Team Co-ordinator).

Management Team currently is composed of the following persons:

- Secretary General
- Administrative & Financial Director
- Head of Youth Policy Department:
- Translator Team Co-ordinator:

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Brief description of the applicant's activities and general aims:

Vision of the European Youth Forum

To be the voice of young people in Europe, where young people are equal citizens and are encouraged and supported to achieve their fullest potential as global citizens.

Mission of the European Youth Forum

The European Youth Forum is an independent, democratic, youth-led platform, representing national youth councils and international youth organisations from across Europe.

The Youth Forum works to empower young people to participate actively in society to improve their own lives, by representing and advocating their needs and interests and those of their organisations.

(From the European Youth Forum Strategic Priorities 2007-12 adopted in 2006)

Purpose of the Youth Forum:

- 2.1. The purpose of the Forum, which is not for profit, is to organise studies, research, debates, seminars, meetings, publications, information or actions having the defence of the youth's interest in Europe as goal:
- 2.2. Without prejudice to its scientific and pedagogical purpose, the Forum shall promote issues relevant to its members towards the Council of Europe, the European Union and other policy makers, and shall support, promote and co-ordinate the work of its members.

The Forum shall aim to:

- be a consultative body for international institutions (European Union, Council of Europe, United Nations Organisation, etc) on all issues relevant to young people and to youth organisations;
- promote youth policy through government and institutional policy;
- influence the policy of international institutions on youth-related issues;
- increase the participation of young people and youth organisations in society as well as in the decision-making process;
- promote the exchange of ideas and experiences, mutual understanding, and equal rights and opportunities among young people in Europe.

(Article 2 of the European Youth Forum Statutes)

Activities of the Youth Forum for 2011:

See ANNEX 2: Work Plan 2011-2012 (document: 0484-10).

Community grants, procurement contracts or loans obtained directly or indirectly during the least three years from a European institution or agency.

Financial year 2008

Community programme:

YOUTH IN ACTION - Action 4.2 "Support to the European Youth Forum"

Title: The 2008 work plan of the European Youth Forum

Year of the award: 2008

Amount of the grant: Agreement 2008-0727/001-001: 2.285.000 EUR

Financial year 2009

Community programme:

YOUTH IN ACTION - Action 4.2 "Support to the European Youth Forum"

Title: The 2009 work plan of the European Youth Forum

Year of the award: 2009

Amount of the grant: Agreement 2009-11760: 2.330.000 EUR

Financial year 2010

Community programme:

YOUTH IN ACTION - Action 4.2 "Support to the European Youth Forum"

Title: The 2010 work plan of the European Youth Forum

Year of the award: 2010

Amount of the grant: Agreement 2010-0091: 2.315.000 EUR

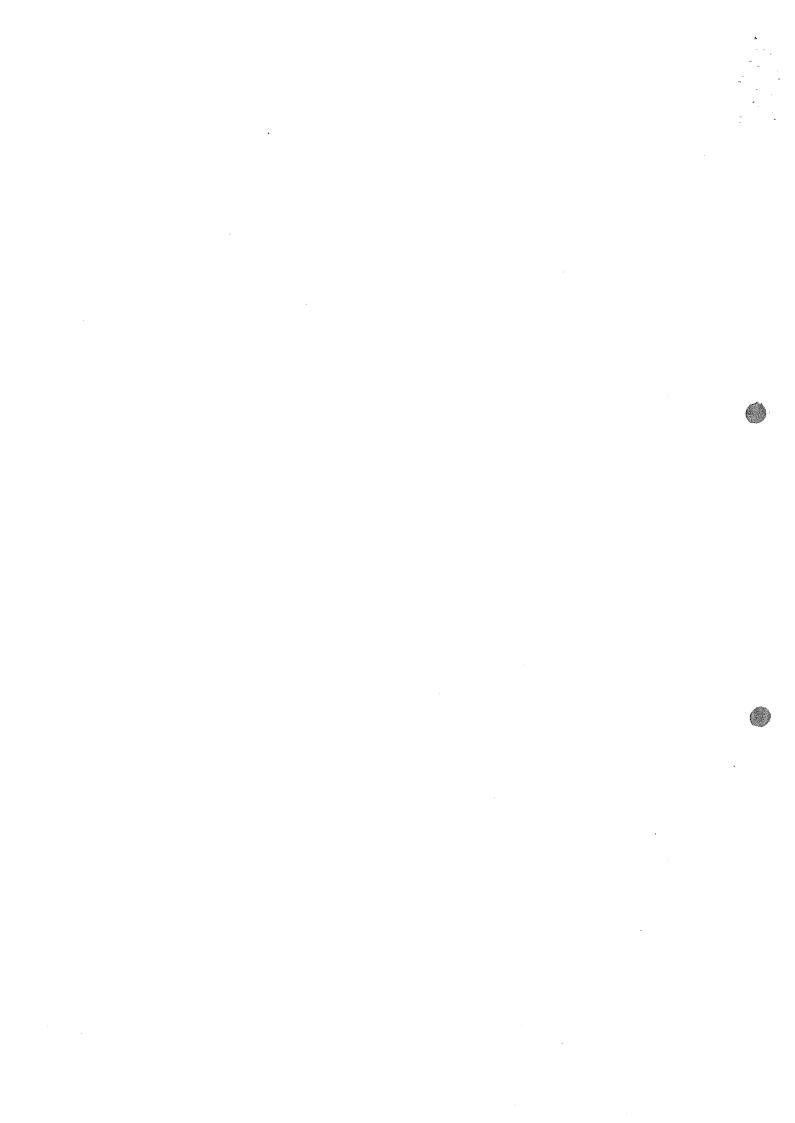
Grant applications submitted (or due to be submitted) to European institutions in 2011:

No other application for EU funding for 2011 was submitted. In case any application, request or partnership project with the EU involving EU funding to the Youth Forum happens, the YFJ will duly inform DG EAC.

N.B.: Applicants shall immediately inform DG EAC of any request for funding submitted to, or approved by, other Commission departments or Community Institutions AFTER this application.

Financial year 2011:

- Community programme in question: Youth in Action Action 4.2;
- title of the operation: The 2011 Work Plan of the European Youth Forum;
- amount of the contract or grant: 2.400.000 EUR.



1.2. Particulars of operation for which a grant is requested

Brief description of the operation

Please see further the following documents in annex:

- Work Plan 2011 & 2012 (document: 0484-10);
- Budget 2011 (document: 0620A-10);
- Explanatory notes on the Budget 2011 (document: 0621-10).

Expected results of the operation

To contribute to realising our mission "...[to] represent[s] and advocate[s] for the needs and interests of all young people in Europe, through their positive and active participation".

- To execute the activities outlined in the bi-annual work plan (2011-2012) taking into account that adjustments can be made during the year to exploit emerging opportunities in line with the agreed objectives.
- To sustain and develop the youth movement in Europe:
 - to facilitate networking and exchange between our member organisations and particular their key activists who are involved in activities on a local, regional, national and European level with a European dimension.
 - to support the continuous development of present and potential member organisations with a long-term objective to further expand our membership.
- To execute all actions in accordance to our internal democratic procedures involving member organisations, Board, working groups and Financial Control Commission in a legal, transparent and cost efficient manner.

Summary implementation timetable for the operation

The implementation timetable regarding the grant management is the following:

- By the end of February 2011: Contract signed & returned to the EC DG EAC;
- By 30 September 2011: Interim Report on the first 6 months' work and expenditure (January to June 2011);
- By the end of March 2012: Final report of the financial year 2011 (including activity report)

Amount of the grant requested:

2.400.000 EUR (two million; four hundred thousand Euros)

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Summary forward budget for the operation	u		
A Advocation Billian Costs	EUR 2	2. Financial Plan	EUR
B. Governance C. Operational & Legal Costs	1.395.040 A 490.000 I 1.120.585 B.	1.395.040 A. European Commission grant 490.000 A1. EC DG EAC (Youth in Action - Action 4.2) 1.120.585 B. Other funding	2,400,000
		B1. Council of Europe B2. Membership Fees B3. Partnerships & Other Incomes	91.625 100.000 414.000
TOTAL EXPENDITURES (applicable to Youth in Action 4.2)	3.005.625	TOTAL INCOMES (applicable to Youth in Action 4.2)	3.005.625

	3.005.625	57 500		3.063.125	
3.005.625 TOTAL INCOMES (applicable to DG EAC grant)		lotal for Other Incomes (Non-EU grant)		I O I AL INCOMES: BUDGET YFJ 2011	
3.005.625	57 500	000.70	3062 105	2.003.123	
TOTAL EXPENDITURES (applicable to DG EAC grant)	lotal for Other Costs (Non-EU grant)	TOTAL STREET	I O I AL EXPENDITURES: BUDGET YFJ 2011		

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Declaration by the applicant:

I, the undersigned, certify that the information given in this application is correct.

Person responsible in the applicant organisation for the operation assisted

Name/forename:

Title or position in the applicant organisation: Secretary-General

Telephone: +32.2.230.64.90

Fax: +32.2.230.21.23

e-mail: youthforum@youthforum.org, direct e-ma

Signature:

Brussels, Tuesday 19th April 2011

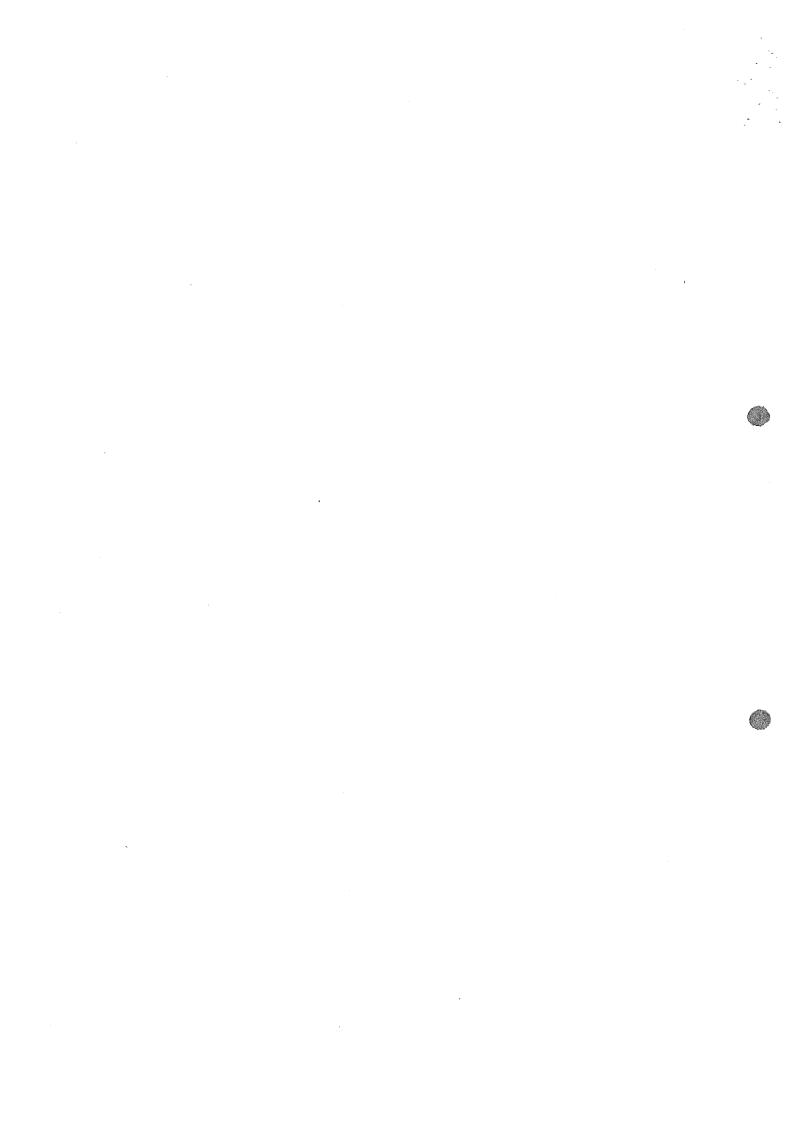
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3.1 Supporting documents included with the grant application

- (1) ANNEX 1: Detailed forward budget of the operation
 - Summary of the 2011 Budget (document: 0620A-10 page 1);
 - Income allocation for the 2011 budget (document: 0620A-10 page 2);
 - Overview of Co-funding (document: 0620A-10(EN);
 - Explanatory notes on the Budget 2011 (document: 0621-10).



BUDGET 2011 EUROPEAN YOUTH FORUM



European Youth Forum Budget 2011

	201	2011		
	BUDGET YIA 4.2	TOTAL BUDGET		
TOTAL EXPENDITURE	3.005.625	3.063.125		
Advocacy and Policy Development	1.395.040	1.395.040		
Young Volunteers: Builders of European Society	157,857	157.857		
Strong Youth Organisations for stronger Civil Society	157.857	157.857		
Strong Youth Organisations for stronger Civil Society Youth Rights for an Inclusive and Participatory Europe	157.857	157.857		
Human resources costs	762.700	762.700		
Working structures	55.000	55.000		
Other costs	103.770	103.770		
Cayorea	490,000	490.000		
Governance General Assembly	490.000	490.000		
Council of Members	342.160	242.160		
Board	120.200	342.160		
FCC	9.320	120.200 9.320		
i	I			
СВМА	18.320	18.320		
Operational Costs	1.120.585	1.178.085		
Office premises	116.739	116.739		
Equipment	21.469	21.469		
Depreciations	22.500	22.500		
Communications	40.154	40.154		
Office supplies	22.599	22.599		
External audit & legal advice	10.000	10.000		
Insurance	1.000	51.000		
Financial charges & other costs	6.500	6.500		
Gross salaries	542.000	546.000		
Social security contributions	173.125	173.125		
Vaccation accrual	10.000	12.500		
Staff travel costs	17.000	17.000		
Staff training	18.000	18.000		
Recruitment and other expenses	33.000	33.000		
Corporate communication	63.500	63.500		
Gen. Representation	23.000	24.000		

	20	11
THE PARTY OF THE P	BUDGET YIA 4.2	TOTAL BUDGET
TOTAL INCOME	3.005.625	3.063.125

A. European Commission funding	2.400.000	2.400.000
Youth in Action 4.2	2.400.000	2.400.000

B. Other funding	605.625	663.125
1. Council of Europe	91.625	91.625
2. Membership fees	100.000	150.000
4. Partnerships & Other Incomes	414.000	421.500

European Youth Forum Income Allocation for the 2011 Budget

e-lander of													
			General Funds	#			Fund-raising				DOOM NECO	NECE	がおきのをかったい
	DGEACOG	CoE AA	COEC	Memb, Fees	SUBTOTAL	Part Cont.	Part. Projects	SUBTOTAL		VTC For Dien Grant	Memb, Fees	Other	ZTOTAL [©] Z
TOTAL EXPENDITURE													45
	4.490.000	72.500	19.125	100,000	2.591.625	28.000	250.700	278.700	EV2.870.325	135.300 F	000 00		
Travocacy and Policy Development	1.149.690	72,500	G	51 650	1 777 040							7.500	3.063.125
Young Volunteers: Builders of European Society	101,797	20,000		3 800	12/3/840	0	91.500	91.500	1365,340	19,700 8 35 35 1,395,040	10		12 CONT. 1. 1. 20. 040
Strong Youth Organisations for stronger Civil Society	101,797	20.000		0000	/5007	0	25.000	25.000	(大学)		10	9	
	161,797	20,000	o	000.5	227	0	25.000	25.000			7		750 751
Tuman resources costs	762.450	0	o	250		3	25.000	25,000	150.597	7 260 5 5 5 5 5 15 15 15 15 15 1	10	3	100 CO 10
Working structures	24 330	6.250	e			0	0	J			0		001.01
Other costs	57.520	6.250	0	40.000	00000	0	16.500	16500		7.920	0	0	
				00000	1037/0	0	0	Ŭ	127. Sec. 3103.770	0 1487 1537 10377	0 0		
Lovernance	209.030	ō	ā	40 900	240.020	200							1027/0
General Assembly	0	0	C		0642.230	000.87	120.000	148,000	174 × 44 397 930	92.070 3559755 555 490.000	10	-	400 000
Council of Members	117.960	C	7 6	11 000			0		(A)				
Board	71,380	· c		14,000	138.860	28.000	105.000	133.000	1272,860	69.300 37.27.60			0 0 0 0 0 0 0 0 0
F.C.	0340		2 0	000.01			15.000	15,000	102,380	17.820			347.100
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	22.		2	2.000	15.350	0	0		15 350				9.320
Operational Costs	1000										2		18 370
Office premises	097.140.1	0	19.125	7.450	1.067.855	0	39,200	39.200	250 TOT 100 SE	12 C20 Per (245)(SEE)			
Equipment	100,739	0	0	0	116.739	0	0		0 11 16 7 3 9		00000	7.500	1.178.085
Depreciations	2027.50	510	0	0	21.4	0	0		109VIC	DAK LC STRANGERS STRANGE O			. A
Communications	77.00	5	0	0	22.5	0	0)	22,500				7.7.7.469
Office supplies	40.134	5 (o	0	Ì	o	0	0	17. 15. A. A. O. 15.4	A STATE OF THE PARTY OF THE PAR	5 6	***************************************	7.72.500
External audit & legal advice	666.22	0	0	0	22.599	О	0	0	22 599	1000			7 W 7 40.154
Insurance	1 000	5	9	0		0	0	3	10.000	000 01 01 01 01 01 01 01 00	0 0	***************************************	72.599
Financial charges & other costs	005 9	5.0	0.0		1.000	0	0		000	000 123 12 12 12 12 10 10	000005	***************************************	0000
Gross salaries	002 907	5 6	000	2	6.500	0	0	0	- P. P. P. 6.500	602 9			00016
Social security contributions	00000	5 (14.000	0	510,300	0	31.700	31,700	Sand Walter	0.00 0.00		***************************************	
Vaccation accrual	000.501	h	4.125	0	173.125	0	0	0	173 175	The state of the s	2 0	4.000	
Staff travel costs	MAN I	5	0	0	10.000	0	0	0	00001	00001		***************************************	
Staff training	000.71	0	О	0	17.000	o	0	3	- CO C C C C C C C C C C C C C C C C C C		-	000.7	
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nectualment and other expenses	33.000	0	o	0	33.000	0	2	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	OTTO CALL	00.81	0		18,000
ation	53.350	O	C	5 150	000 00					000 EE 33 200 A 100 A 10	0		33.000
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European Youth Forum Budget 2011 Overview of Volunteer Time Contribution 2011

B4. Partnership Projects						
484464B	Volunteer Time Contribution					
			165			
Item	Volunteer Time	Volunteers	Value/day	Days	Total	
A1	Young Volunteers: Builders of European Society	22	165	2	7.260,00	
A2	Strong Youth Organisations for stronger Civil Society	22	165	2	7.260,00	
A3	Youth Rights for an inclusive and Participatory Europe	22	165	2	7.260,00	
A5	Working structures	48	165	1	7.920,00	
B 2	Council of Members (Spring)	105	165	2	34.650,00	
B2	Council of Members (Autumn)	105	165	2	34.650,00	
B3	Board Meeting 1	9	165	2	2.970,00	
B3	Board Meeting 2	9	165	2	2.970,00	
B3	Board Meeting 3	9	165	2	2.970,00	
В3	Board Meeting 4	9	165	2	2.970,00	
В3	Board Meeting 5	9	165	2	2.970,00	
B3	Board Meeting 6	9	165	2	2.970,00	
84	Financial Control Commission I	3	165	2	990,00	
B4	Financial Control Commission II	3	165	2	990,00	
B5	CBMA I	3	165	2	990,00	
85	CBMA II	3	165	2	990,00	
85	CBMA III	3	165	2	990,00	
C16	Advocacy and General Representation	82	165	1	13.530,00	
	TOTAL			建造的特别。	35.300	

European Youth Forum Budget 2011 Overview of Co-funding 2011

FACTOR CARD	B4. Partnership Projects	e la provincia de la companió de la companió
	Co-funding	
Item	Activity	Amount estimated
A1	Young Volunteers: Builders of European Society	25.000
A2	Strong Youth Organisations for stronger Civil Society	25.000
A3	Youth Rights for an inclusive and Participatory Europe	25.000
A5	Working structures .	16.500
B2	Council of Members	105.000
B3	Board	15.000
C9	Gross salaries	31.700
C15	Corporate communication	5.000
C16	Gen. Representation	2.500
	TOTAL	250.700



EXPLANATORY NOTES

BUDGET 2011

For information

GENERAL ASSEMBLY
KYIV, UKRAINE, 18-20 NOVEMBER 2010



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INTRODUCTORY NOTES

This document intends to give a clear overview of the proposed Youth Forum Budget for 2011 (document 0620A-10).

Following the process of definition of the Youth Forum Strategic Priorities for 2007-2013, the planning and budgetary processes were developed with these priorities as a basis.

For that reason the budget seeks to better reflect how these priorities are tackled in 2011. In this way, it is expected to facilitate a clear overview of the financing and management of our activities, both to the Member Organisations and the institutional partners.

The main concerns in developing a new budget structure were to:

- 1) Better reflect in the budget the ongoing work done by the Youth Forum, its previous commitments. These are included into a new Budget Heading named 'Advocacy and Policy Development';
- Reduce the number of Budget Headings and Budget Lines: this allows a budget outline that enhances efficiency in the budget monitoring and budget management.

The new structure still keeps similarities to the previous budgets in order to maintain the transparency of the operations and to facilitate the overall evaluation of the execution of the Budget.

The origin of the funds and its allocation maintains the same logic as it gives a good overview of the expected revenues. These consist of:

- 1) General Funds;
- 2) Fund-raising;
- 3) Volunteer Time Contributions.



1. BUDGET 2011

The budget of the Youth Forum presented for adoption (document 0620A-10) constitutes the basis for the execution of the Youth Forum Work Plan and the running of the organisation, reflecting the expectations of the Member Organisations.

Therefore, this document is also the basis for the annual grant request procedures with the institutional partners. Shortly after the adoption of the budget, the Youth Forum needs to forward the document to the institutional partners, namely the European Commission, as part of its grant application.

2. BUDGET & WORK PLAN

The budget and the Work Plan are strongly linked to each other. Activities and actions referred to in the Work Plan (document 0484-10) correspond to the Budget Heading "A. Advocacy and Policy Development".

The general and functioning costs of the organisation are included in Budget Headings "B. Governance" and "C. Operational Costs". The costs linked to these Budget Headings are detailed further in this document.

3. BUDGET STRUCTURE

The Budget for 2011, presented in document 0620A-10 (page 2) represents the total budget of the Youth Forum, meaning that it also includes a small portion of the budget that is not included in the annual operating grant agreement with DG EAC, nor for other institutional partners, such as the Council of Europe.

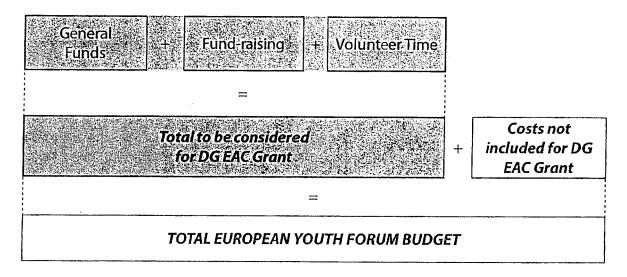
The total Budget 2011 foresees total expenditures of EUR 3.063.125.

On the other hand, the total Budget to be submitted to the institutional partners amounts to EUR 3.005.625 for 2011, out of which EUR 2.400.000 come from the DG EAC grant for each of the years and the remaining EUR 605.625, from alternative sources of co-funding.

This is presented in detail for each of the budgetary years in the "Income Allocation" tables, on document 0620A-10 (page 4).

The allocation of the different incomes into the foreseen costs is presented in the following way:





The budget columns 'General Funds', 'Fund-raising' and 'Volunteer Time' are intended to give an overview of the foreseen allocation of income. The total of these three columns represents the total of the budgeted expenditures to be submitted to the DG EAC Grant.

General Funds

Includes the DG EAC Operating Grant ("DG EAC OG"), the Council of Europe Administrative Arrangement ("CoE AA"), the Council of Europe Category C Grant ("CoE C") and Membership Fees ("Memb. Fees").

1



Fund-raising

Includes Participants contributions ("Part. Cont.") and Partnership Projects ("Part. Projects").

Volunteer Time

Includes an evaluation of the Volunteer Time Contribution ("VTC") expected by the representatives and participants of the Youth Forum Member Organisations - meaning the time they dedicate for Youth Forum activities and events. This is defined based on the calculation procedure agreed with DG EAC during 2005, and based on the best market value for this kind of contribution.

The 'Total for Oper. Grant' plus the 'Costs NECG' (Costs non-EC Grant) constitute the TOTAL EUROPEAN YOUTH FORUM BUDGET, to be approved.

The 'Costs NECG' column represents the expenditures foreseen in the overall budget of the Youth Forum, but not submitted to the DG EAC Grant due to the fact that they may represent non-eligible costs according to European Commission regulations. These expenditures may include partnership activities that have applied or may apply for EU funding, or even other non-eligible costs like bank interest.

4. ACTIVITY-BASED COSTING

The budgetary process of the Youth Forum applies the concept of "Activity-Based Costing".

This means that costs are allocated to a specific activity or action only when the expenditure can be clearly related as a direct cost, i.e. flights, board & lodging, mail delivery service, mobile phone costs, inconvenience compensation or staff overtime. Costs that may be related to an activity or action but which cannot be directly allocated (non-direct costs) are included in the overheads, i.e. regular staff costs, office lease, fixed telephone & fax, franking (when using the facilities of the Secretariat).

This is done through an analytical accountancy system (cost-centers), which is parallel, though integrated with the main accountancy system; as defined by Belgian Legislation.



5. RATES & LUMP SUMS

For the calculation of the costs of activities, a rates/lump sum-based system has been used. However, experience has shown that costs can differ quite substantially because of various reasons, e.g.:

- **Size** General Assemblies and Council of Members meetings usually have a completely different number of participants from that anticipated. Due to the nature of these meetings and the technical requirements, daily rates differ.
- **Date** some meetings take place during the week, others at the weekend. Though participants have to choose the most economical way of traveling, travel costs during the week tend to be higher.
- **Venue** the choice of the venue has an impact on the costs, both in terms of travel and meeting costs. Due to a number of reasons, the Youth Forum organises events in different countries, which clearly has an impact on the rates applied.
- **Point of departure of participants** Costs of activities depend very much on the travel costs. These depend on the period of the year and of the week but mainly on the departure point. Travel costs from peripheral areas or from minor cities can be up to double that of the average rate.
- **Age and status** travel costs can differ substantially depending on whether a person is over or less than 26 years of age or is a student.

Therefore the amounts used must be considered as reference values for the different areas, and which will need to be reviewed and clarified as the concept, timing, duration, venue and size of the different activities is made clear.

6. TOTAL INCOME & CO-FUNDING

The expected annual grant of the European Commission is EUR 2.400.000 for 2011, based on the information provided in advance by the EC services. Nevertheless, this amount may still vary, depending on the final decision on the Youth in Action budget for 2011, namely for action 4.2, which includes the Budget Line dedicated for the Youth Forum grant.

According to current requirements, the Youth Forum needs to raise non-EU funding to fulfill, at least, 20% of the total budget presented for the DG EAC grant. For a total EU grant of respectively EUR 2.400.000, this amount cannot be lower than EUR 605.625.

The co-funding comes from different sources, such as general funds (membership fees, Council of Europe grants), and fund-raising (support for partnership projects, including the hosting of meetings and other contributions).



It also includes the volunteer time contribution, which is the amount equating to the time spent by representatives from Member Organisations for Youth Forum work.

The Youth Forum also needs to cover the amount of its budget that is not submitted for the DG EAC grant from other sources. These are the costs not included in the DG EAC Grant ('NECG'), mainly due to the fact that some of these costs could represent non-eligible costs according to EU regulations. These costs are covered by a part of the membership fees and other contributions, such as reimbursements for meetings (e.g. EU Presidency Youth Events).

7. WORK PLAN IMPLEMENTATION

A. ADVOCACY AND POLICY DEVELOPMENT

The indicative values for the execution of the aims or objectives included in the Work Plan are reflected in <u>document 0620A-10 (page 3)</u>. This shows in further detail the allocation as seen in Budget Heading "Advocacy and Policy Development". This document shows how the Work Plan is translated into the Budget, giving an indication of the foreseen costs to carry out the actions and activities. In order to make this as clear as possible, the document outlines the allocated amounts according to the priority areas and the concrete objectives expressed within the Work Plan.

This Budget Heading reflects the "Implementation Plan" of the Youth Forum. It includes all events, meetings and activities that constitute part of our regular work (such as, for example, events organised by our institutional partners that we usually attend, advocacy meetings, invitations, partnerships sat the Global and Regional level, I&N Days on funding, etc.).

It is therefore divided into the 3 main areas defined in the Work Plan and the Strategic Priorities:

- 1. Young Volunteers: Builders of European Society;
- 2. Strong Youth Organisations for stronger Civil Society;
- 3. Youth Rights for an Inclusive and Participatory Europe.

It also includes costs referring to human resources (for the employees working in the Policy and Advocacy Department), to the working structures and to other costs, which are aimed at covering unforeseen costs within the 3 main areas mentioned previously.

Also for clarity, these areas still keep similarities to those used in the previous budgets. They also reflect the break down of the work to be done implementing the Work Plan, thus, facilitating the management of the budget and the decentralised procedures as foreseen in the Youth Forum Internal Financial Guidelines.



A.1. Young Volunteers: Builders of European Society

Volunteering is important for young people to be active and engaged citizens. It reinforces our democracies and also provides unique skills for young people to be innovators and agents of social change.

Objectives

- 1. Focus: Promote the access of all young people to quality volunteering through advocating for the adoption of a European Charter on the rights of volunteers. (Participation + Education + Human Rights and Equality)
- 2. Support the strong involvement of youth organisations during the European Year on Volunteering 2011: visibility and increased support to volunteering, linked to the 10th anniversary of the United Nations International Year of Volunteering. (Participation + Youth Work Development)
- 3. Volunteering as a key element for non-formal education: continue developing a quality assurance framework in non-formal education. (Education + Employment and Social Affairs)
- 4. Work towards recognition of non-formal education and learning outcomes of organisation-based volunteering, as well as lifelong and life-wide learning opportunities in both formal and non-formal education. This includes: skills for personal development, citizenship and employability through advocacy for further development of recognition tools. (Employment and Social Affairs + Education)
- 5. Ensure the inclusion of all young people: promote the participation of youth with fewer opportunities, in particular young migrants, in youth organisations. Gather and develop tools to reach out to more and diverse young people, through volunteering. (Human Rights and Equality + Youth Work Development)
- 6. Support and advocate for mobility without barriers of young volunteers in youth organisations and of all young people. Work on active participation of young people in strategic discussions and political processes on mobility: improving learning mobility, advocacy on removal of visa barriers, and inclusive and effective mobility programmes, especially Youth in Action and the Lifelong Learning Programme. (Education + Youth Work Development + Participation + Employment and Social Affairs)



A.2. Strong Youth Organisations for stronger Civil Society

The Initiative aims at building the capacity, outreach and environment in which youth organisations are living in Europe. We will focus on all aspects that youth organisations are bringing to societies, and build sustainable support mechanisms to enable more and more diverse young people to fulfill their potential in youth organisations and contribute to creating a more connected society. A strong youth sector will contribute also to a stronger European civil society through structured and civil dialogue and to a more responsible Europe at the global level, through co-operation with other regions of the world.

Objectives

- 1. Focus: Ensure increased support to the youth sector, to participation and recognition of youth work from the Institutions: European Union, Council of Europe, United Nations system. (Participation + Youth Work Development)
- 2. Enhance co-operation of youth organisations with institutions in the areas of health, sustainable development and new media. (Youth Participation + Employment and Social Affairs)
- 3. Continue the support to and cooperation of International Non-Governmental Youth Organisations and National Youth Councils with a specific focus on Eastern Europe and Caucasus for 2011. (Youth Work Development)
- 4. Achieve stronger support for youth organisations, especially for International youth NGOs within international institutions (European Union, Council of Europe, United Nations). Advocate for a European Statute for NGOs, and for stable financial support in particular through the European Youth Foundation and EU programmes in the next budget cycle 2014-2020: Youth in Action, Lifelong Learning Programme, and others. (Youth Work Development)
- 5. Strengthen the support to the capacity of Member Organisations through provision of Training, Networking, Co-operation and Knowledge exchange. (Youth Work Development)
- 6. Cooperate with youth platforms and organisations in other regions focusing on capacity building, volunteering and youth rights. (Youth Work Development)
- 7. Consolidate newly created platforms and initiatives in Poland, Serbia and Bulgaria, and contribute to the establishment of new ones, with a stronger focus on South East Europe. (Youth Work Development)



A.3. A Rights-Based Approach for an Inclusive and Participatory Europe

The European Youth Forum aims to work towards the full realisation of the rights of young people as a pre-requisite to further develop and build a democratic Europe with a sound social and economic model at all levels able to ensure the full development of the human and social potential of young people.

Objectives

- 1. Focus: Promote a rights-based youth policy by further exploring how youth rights are covered by existing human rights instruments and, if perceived relevant by the member organisations, through advocating for a Convention on the Rights of Young People or another legal instrument. (Participation + Human Rights and Equality)
- 2. Push for a youth dimension on top of the political agenda in relevant institutions on European policies. Propose solutions for social inclusion, quality education, youth employment, quality jobs and intergenerational solidarity. (Employment and Social Affairs)
- 3. Ensure tools for youth autonomy, especially in the transition from education to employment: Charter on quality internships, promotion of youth guarantee schemes, giving strong political follow up to the conclusions of the structured dialogue on youth employment. (Education + Employment and Social Affairs)
- 4. Advocate within relevant institutions for young people in Europe to have the right to vote, and to be able to take part in the European Citizens' Initiative, from the age of 16. (Participation and Youth Policy Mainstreaming)
- 5. Promote European citizenship and participation of young people in all fields, including culture, through strengthening different tools, such as the European Youth Capital. (Participation and Youth Policy Mainstreaming)
- 6. Maintain a focus on the rights of the child, particularly on participation, linking it to the debate on youth rights. (Participation + Human Rights and Equality)
- 7. Promote the principle of non-discrimination on the ground of age and legal tools against multiple discrimination in all fields of EU legislation. (Human Rights and Equality)

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A.4. Human resources costs

The costs for the employment of the Youth Forum Secretariat, based on the existing staff during 2010 within the Advocacy and Policy Department:

- Head of the Policy Development and Advocacy Department;
- Coordinator for the European Union Relations;
- Coordinator for UN & Global Affairs Relations;
- Coordinator for the Council of Europe Relations;
- Policy Assistant;
- Executive Policy Officer;
- Executive Policy Officer Education;
- Policy Officer Participation;
- Policy Officer Employment & Social Affairs;
- Policy Officer Equal. & Human Rights;
- Policy Officer on Youth Work Development.

This Budget Line also includes the Social Security contributions (ONSS), according to the Belgian social legislation.

A.5. Working structures

This item includes costs related to the working structures within the Youth Forum (e.g. Working Groups).

A.6. Other costs

This Budget Line is aimed at covering unforeseen costs within the 3 main areas mentioned previously (A.1 to A.3).

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8. GENERAL FUNCTIONING COSTS

B. GOVERNANCE

B.2. Council of Members

Council of Members meetings (COMEM) have been budgeted for in expectation of two meetings in 2011. Each COMEM is expected to involve approximately 90 official delegates; plus around 40 additional delegates; about 5-8 guests; 12 Board members; around 20 staff members; and also volunteers and/or contact people from the hosting organisation (if held outside Brussels, as expected for 2011). The level of co-funding expected for each of the 2011 COMEMs amounts to approximately EUR 66.500. These amounts are coming from the hosting organisations and the charges for extradelegates. The funds should cover the local costs, while the remaining costs, mainly the travel expenses of the delegates, would be covered by 'General Funds'.

The costs of the meetings also vary widely according to the location. COMEMs are nonetheless budgeted for considering the local costs of holding them in Brussels. When organising a COMEM abroad there is a shift in the local costs (these are usually lower than in Brussels) and an increase in transportation costs (there are more flights to cover, considering the number or participants based in Brussels).

B.3. Board

This item includes all the costs (travel, accommodation etc.) for six Board meetings per year, as well as the costs related to the work of individual Board members, which do not fall under any specific activity. The latter includes, for example, certain telecommunication costs and working meetings with staff in Brussels.

It is foreseen that the Board will meet mostly in Brussels, but some meetings are expected to be held abroad, provided sufficient co-funding is secured. The Budget reflects an expectation of three co-funded meetings for 2011. This item includes costs borne by the President when devoting time and making personal sacrifice to represent the Forum at meetings around Europe and globally.



B.4. FCC - Financial Control Commission (Internal auditors)

There are two annual meetings budgeted for, considering the participation of four elected members, one or two Board Members responsible for Finance, the Secretary General plus the Administrative and Financial Director and the accountant. The FCC meets in Brussels; in spring (internal audit) and in autumn (intermediate audit budget monitoring and planning).

B.5. CBMA - Consultative Body on Membership Applications

This body is expected to meet three to four times per year in Brussels. The CBMA has four elected members plus the Secretary General and the PO responsible for Membership. This Budget Line also includes actions related to the work of the CBMA, such as the study visits expected to take place, which will focus on the analysis of membership applications.



C. OPERATIONAL COSTS

C.1. Office premises

This item includes rent (around 60% of the costs of this Budget Line) plus legally required insurance, electricity, water, alarm and fire protection, cleaning, building renovations and maintenance, plus property tax for the office.

C.2. Equipment

This item includes maintenance of all equipment (mostly by contract), such as IT support, all services connected to IT (hardware and software) and maintenance contracts for the photocopying machines and telephones.

C.3. Depreciations

This item includes the depreciation of Youth Forum equipment and furniture. The total amount includes the full depreciation for assets (equipment, furniture or software) with an acquisition value below \in 900, the pro-rata for the period for the assets valued over \in 900, which are depreciated over 36 months.

C.4. Communications

This item includes the non-direct telecommunication costs, such as telephone (land lines and calls, non-direct costs with mobile phones and fax), internet (internet connection and access plus website hosting) and mail (regular, express or registered).

C.5. Office supplies

This Budget Line includes stationary, such as paper, envelopes, toner and small office material (pens, clips, staplers, binders, etc.), the cost of the photocopies done internally, beverages for the office (water, coffee, etc) and IT supplies.

C.6. External audit and legal advice

This item comprises legal and technical consultation costs related to contracts with suppliers, staff issues, and questions regarding the proper functioning of the association. Included, in addition, are the consultation costs for the external audit carried out by the nominated external auditors, Ernst and Young.

0621-10



C.7. Insurance

This item includes the yearly premium for a "Directors's and Officers' Liability Indemnification & Insurance (D&O)". It aims at covering damages or defense costs in the event that the Youth Forum would suffer losses as a result of a lawsuit for alleged wrongful acts while acting as directors and officers of the organisation.

C.8. Financial Charges & Other Costs

The financial charges consist of two different kinds of costs:

- 1) Interest on bank overdrafts. The cash flow of the Youth Forum is likely to be negative during some parts of the year; therefore, in order to keep the organisation functioning, the Youth Forum has to use a bank overdraft, paying interest on this. *This value is not considered for the European Commission Grant*.
- 2) Other banking costs, such as bank charges or fees. These come from bank transfers to Members, partners and suppliers outside Belgium, as well as from costs related to the running of the accounts. These are included for the EU grant, as they are eligible costs.

Costs referring to previous years (invoices arriving after the year-end or adjustments done for previous years) and other costs that <u>might constitute non-eligible costs</u>, and are therefore <u>not to be included in the proposal for the DG EAC grant</u>, are also included under this item.

C.9. Gross salaries

The costs for the employment of the Youth Forum Secretariat, based on the existing staff during 2010 within the SG's office and the Financial and Administrative Department:

- Secretary-General;
- Administrative and Financial Director;
- Coordinator of the Administrative Team (50%);
- Assistant/Translator;
- Accountant;
- Assistant/Receptionist;
- IT Coordinator / Webmaster;
- Human Resource Coordinator;
- Assistant to the Secretary-General;
- Assistant Policy Monitoring and Communication;
- Media & External Relations Coordinator;
- Membership Services & Training Coordinator;
- Visual Communications Coordinator.



C.10. Social security contributions

This item consists of the Social Security contributions (ONSS), according to Belgian social legislation. The total employer's costs related to the ONSS contribution differs during the year, so trimester rates were applied for budgeting, with values approximate to 34,5% of the gross salaries.

C.11. Vacation Pay Accrual

weeking become the start a year

The "Vacation pay accrual" is a value reserved for vacation pay for the following year. This is a reserve towards the payment of the vacation pay accrual to employees when leaving the organisation, according to Belgian social legislation. This provision takes into account the age, salary and seniority of the employee. It is difficult to forecast, as it depends highly on any changes to the staff. The forecast reflecting the normal and current increases in staff salaries leads to an estimate of EUR 10.000 in 2011.

C.12. Staff Travel Costs

This item includes the home to office travel costs for staff according to the Work rules agreed between the staff and employer. This item also includes a "living abroad compensation" for employees living in Belgium for less than 5 years, as defined in the internal Work Rules agreed between Employer and Employees.

C.13. Staff training

This item includes the costs for staff training (general and individual) and training seminars. The use depends highly on the evaluation of the needs for the on-going year, but may vary from computer training, to language and other courses relevant for the work.

C.14. Recruitment and other expenses

This item includes the costs for the Human resources service (social secretariat), medical service, insurance, recruitment and other staff costs. Most of these costs are related to recruitment costs. The recruitment costs for each post may vary, depending on the relocation costs for the new and former employees and on how many candidates travel long distances for the interviews.

C.15. Corporate communication

This Budget Line refers to the costs for managing and developing media and press work related to the Youth Forum and Youth work – namely through publications and web sites; and also for managing and developing internal communications tools, such as the Youth Forum intranet. This line also includes the publication of the *Youth Opinion* and the acquisition of documentation for Youth Forum work.



C.16. General representation

This item includes costs related to Youth Forum participation in events directly organised by Member Organisations or other youth organisations, as well as events organised by external bodies, in which Youth Forum policies can be presented. It also includes the hosting of members (bilateral meetings with Member Organisations) and other representation costs linked to the daily work of the Youth Forum. Finally, it incorporates also the different membership costs of the Youth Forum in other structures.

9. INCOME

A. EUROPEAN COMMISSION GRANT

A.1. Budget Line

This budget is based on the assumption that the Youth Forum will receive an EC grant of EUR 2,4 million in 2011. This is an estimate, based on the proposal done by the EC, as the final figure is dependent on the final approval of the Youth in Action budget for 2011.

B. OTHER FUNDING

The 'Other Funding' heading includes the different income sources aside from the DG EAC grant. According to the current requirements, the European Youth Forum needs to raise 20% of its income from non-EU sources in order to receive the full grant foreseen in the General Budget of the European Union. Most of this income (EUR 605.625 in 2011) therefore represents this required parcel of co-funding.

The remainder comes from different sources of funding allocated to cover the costs not included in the DG EAC operating grant agreement. These incomes cover the potential non-eligible costs or the case of funds for an action or activity also coming from EU funds, e.g. reimbursements for Youth Forum participation in EU Presidency Youth Events, or a concrete project supported by an EU grant, other than the DG EAC operating grant.

B.1. Council of Europe

This item includes the annual grants that the Youth Forum will receive from the Council of Europe.



The Youth Forum usually receives two annual grants from the Council of Europe, the main one based on the Administrative Arrangement that provides support for part of the actions or activities carried out by the Youth Forum; and also a Category C Grant, based on a standard application, as a contribution to cover part of the general administrative costs.

B.2. Membership fees

This item includes the membership fees paid by the Member Organisations. According to the Youth Forum membership fee system, this amount is split equally between the two pillars (INGYOs and NYCs).

The total value remains at EUR 150.000.

According to the Youth Forum membership fee system, this amount is split equally between the two pillars (INGYOs and NYCs), meaning €75.000 for each pillar. The increase of the membership fees for International Non-Governmental Youth Organisations is 5,27 % (from EUR 1.479 approved for the 2009/10 budget to EUR 1.557 proposed for the 2011 budget). This is due to the fact that the total amount for the pillar (€75.000) is now distributed between a smaller numbers of organisations (42 full member INGYO in 2008 and 40 in 2010). For the NYCs, the variation differs widely, depending on the solidarity index level in which a given NYC is now placed. This variation comes from the recalculation of the Solidarity Index, with updated data on the GNIppp and the population per country (World Bank data for 2009), and also by the revision of the range applied to the different Solidarity Index levels, in order to better accommodate the current spread. The final result was a decrease of the standard fee by €24 (1,29%), revising it from €1.880 (2009/2010 budget) to €1.856 (proposal for the 2011 budget).

From the total amount of membership fees proposed, EUR 100.000 is allocated as cofunding for the EU operating grant with the remaining EUR 50.000 allocated to cover Youth Forum costs not included in the aforementioned grant.

B.4. Partnerships & Other Incomes

This item includes several types of income – other grants and subsidies, hosting of meetings, donations and other contributions - which are raised in order to meet the Youth Forum fundraising needs:

- 1) The necessary non-EU funding requirement (EUR 414.000);
- 2) The coverage of costs not included in the DG EAC Operating Grant (EUR 7.500 in 2011).

Besides these fundraising amounts, an important part of the 'Other incomes' come from the Volunteer Time Contribution, valued at EUR 135.300 for 2011.



EUROPEAN COMMISSION

Directorate-General for Education and Culture

Directorate E: Youth and Sport Unit E2: Youth in Action

AMENDMENT N°1 to the Operating Grant Agreement EAC-2011-0133 SI2.589787

The European Union, represented by the European Commission ("the Commission"), itself represented for the purpose of signature of this amendment by , Director of Directorate E, Directorate-General for Education and Culture

of the one part,

and the

European Youth Forum AISBL, YFJ rue Joseph 2, 120 B-1000 Brussels represented for the purposes of signature of this amendment by

Secretary General,

Having regard to Operating Grant Agreement EAC-2011-0133,

Whereas the European Youth Forum has requested the Commission by letter with date 23 November 2011, the final version of which was received on 7 December 2011, to modify the Operating Grant Agreement EAC-2011-0133

HAVE AGREED TO AMEND THE OPERATING GRANT AGREEMENT N°EAC-2010-0133 AS FOLLOWS

- 1. Budget amendment: While the overall budget of this project remains the same, budget sub-headings are modified according to Annex I.
- 2. All other provisions of the Agreement shall remain unchanged and shall continue to apply.

Done in two copies, in the English language

For the Beneficiary,

For the European Commission,

Secretary General

Done at

One of Company of Company

Director
Done at Brussels, on 6 //2///



ANNEX I





AmendmentEuropean Youth Forum

Operating Grant 2011-0133

Youth in Action Action 4.2 – "Support to the European Youth Forum"

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A. INTRODUCTORY NOTES

Based on Article II.11 – "Supplementary Agreements" of the Operating Grant Agreement no. 2011-0133, signed between the European Commission and the European Youth Forum, we would like to take the opportunity to submit a proposal for revision of the budget included in the aforementioned convention.

This will constitute the only budget revision requested for 2011 and reflects the budget review undertaken by the Board of the European Youth Forum at its last meeting, held on 30th September to 2nd October 2011.

This budget revision is needed in order to better reflect the budget execution expected until the end of the year; as well as the reallocation of funds between budget headings and budget lines that had to be considered by the Youth Forum Bureau in order that the budget execution could follow as closely as possible the accomplishment of the actions foreseen in the Work Plan and the requirements for the good management of the Youth Forum.

We therefore wish to draw your attention to the fact that the total budget remains unchanged and that this revision focuses on the reallocation of the budgeted amounts. The changes refer to all the budget headings ("items of eligible costs") and most of the budget lines, aiming for a better employment of the grant, and allowing the execution of activities that were not fully budgeted for. Although there were still some points for clarification at the time this budget revision was prepared, it was undertaken with consideration that there must be a margin to allow the execution of the planned actions/activities, without exceeding the budgeted amounts, primarily avoiding a resulting loss, while trying to execute as much as possible of the Work Plan.

Another relevant point refers to co-funding. Several activities were undertaken with co-funding from partners, Member Organisations, or even national/regional public authorities from different countries, and this proposal already includes a revision of the support received from these partners. The total amount for the volunteer time contributions also remains unchanged, though there was the need to a reallocation between budget headings.

The proposed changes, namely those highlighted, will be explained in further detail in the following points.

The reference document with the proposed budget changes is attached:

- "0804-11 Budget 2011- revised"



B. GENERAL NOTES

1. Budget Outline

The budget outline is equivalent to that in the initial contract, to facilitate comparisons between the initial budget and the new proposal. In turn, the budget as approved in the previous supplementary agreement, the new budget proposal and the variations between the initial and the new proposed budget is included in the reference document (0804-11).

2. Allocation of the Operating Grant

The proposal is to reallocate funds between the five budget headings ("items of eligible costs") as follows:

Budget Heading	Previous budget ::	New budget	Variation
A. Advocacy and Policy Development	€1.395.040	€ 1.532.110	+ € 137.070
B. Governance	€ 490.000	€ 397.245	- € 92.755
C. Operational & Legal Costs	€ 1.120.585	€ 1.076.270	- € 44.315
Total	€ 3.005.625	€ 3.005,625	n/a

3. Co-funding

The new proposal also reallocates the values for co-funding according to the updated prospects. The variations more significant are the decreases for the items 'B. Governance' and 'C. Operational & Legal Costs' and the increase for budget heading 'A. Advocacy and Policy Development'.

Budget Heading	Prévious budget	New budget	্র Variation 🚽
A. Advocacy and Policy Development	€ 121.200	€ 163.320	+ € 42.120
B. Governance	€ 240.070	€ 216.840	- € 23.230
C. Operational & Legal Costs	€ 52.730	€ 33.840	- € 18.890
Total	€ 414.000	€ 414.000	n/a

4. Non-eligible costs

The revised budget presented only makes reference to the contractual agreement. Therefore, the costs aside from those covered by the agreement (namely the non-eligible costs according to EU regulations) though a part of the total European Youth Forum budget, are not included in the agreement nor in this proposal for revision. All the same, those costs did not change in reference to the initial budget.



C. REVISED BUDGET

A. Advocacy and Policy Development

Increase of € 137.070

A.1 Young Volunteers: Builders of European Society: Increase of € 90.517

The two main increases related to this budget line refer to a higher co-funding in the II Youth Convention on Volunteering ($+ \in 53.300$) as well the Young Migrants Projects (YM+) co-funded by the European Programme for Integration and Migration ($+ \in 19.730$). The budget related to the celebrations of the 15th Anniversary was also increased by $\in 10.500$ mainly going to the printing costs for the Anthology of the Forum. Lastly, the Board decided to re-allocate $\in 6.500$ to the Training on Quality-Assurance in Non-Formal Education.

A.2 Strong Youth Organisations for stronger Civil Society: <u>Increase of € 14.517</u>

The budget referring to the Training on Sustainability on National Youth Council in Bulgaria was increased by \in 1.725 and the Networking Days in Bosnia and Herzegovina by \in 8.820 due to higher participation than foreseen. The Board also decided to increase by \in 1.500 the budget related to Sustainable Development.

A.3 Youth Rights for an Inclusive and Participatory Europe: Increase of € 22.976

This increase is linked to the project "Towards a league of young voters in Europe" co-funded by the Open Society Institute (€ 27.400). The difference between this additional co-funding and the total increase is due to the reduction of other co-funding positions.

A.4 Human resources costs: Increase of € 42.900

The positive difference of € 42.900 comes from a re-allocation of HR costs from budget heading "A.6 Other Costs" to "A.4 Human resources". This change refers to employment costs linked to the European Steering Committee of the Structured Dialogue.

A.5 Working structures: Increase of € 14.450

The budget for the working structures was revised and adapted to the current expenditures.

A.6 Other costs: Reduction of € 48.290

This reduction was explained under budget heading "A.4 Human resources costs".

B. Governance

Reduction of € 92.755

A.1 General Assembly: n/a

A.2 Council of Members: Reduction of € 65.510

The 2011 Spring COMEM took place in Antwerp, on 6-7 May 2011, gathering 160 participants. The budget is updated based on the fact that this COMEM's total costs were well under the foreseen amount. The main reason was a lower co-funding contribution, which had not been foreseen initially. In consequence, there is an reduction of the amount allocated from DG EAC grant.



The Autumn COMEM took place the 18-19 November 2011 in Braga, Portugal. It has been budgeted on the basis of an attendance of 160 official delegates; plus around 50 additional delegates; 12-16 guests; 12 Board members; around 24 staff members; and also volunteers and contact people from the hosting organisation.

The level of co-funding foreseen in the initial budget for this meeting was € 66.500, coming from the hosting organisation and the charges for extra-delegates. At the time of the revision of the budget the prospects for the total amount of local support is not yet clear and therefore revised, hence the reduction in the total co-funding expected and of funds from DG EAC grant.

A.3 Board: Reduction of € 19.585

This item includes all the costs (travel, accommodation etc.) for five Board Meetings during 2011, out of which 4 taking place outside of Brussels and co-funded.

The total costs per meeting were below the forecast, mainly due to lower local costs, meaning that the co-funding was below the expectations.

A.5 FCC - Financial Control Commission: Reduction of € 2.600

The two planned meetings were organised and had costs under the initial estimation, therefore prompting the reduction.

A.6 CBMA - Consultative Body on Memb. Applications: Reduction of € 5.060

The costs for the CBMA meetings organised were below the initial value foreseen, as well as those for study visits.

C. Operational & Legal Costs

Reduction of € 44.315

C.1 Office premises: Reduction of € 280

Adjustment to current expenditure.

C.2 Equipment: Reduction of € 2.907

The costs under this budget line had to be updated, mostly due to fewer renovations then foreseen...

C.3 Depreciations: Increase of € 2.750

The variation is mainly due to the increase of the depreciation needs on the furniture and equipment costs.

C.4 Communications: Reduction of € 15.114

This budget line execution is well below the foreseen amount, hence the reduction.

C.5 Office supplies: Reduction of € 2.199

This budget line includes stationary (paper, envelopes, toner, and office material), the cost of the copies done internally, beverages used for meetings held in the YFJ office and the staff (water, coffee, etc.), IT supplies and other general supplies.

The reduction of the IT supplies is the consequence of fewer needs during the year.



C.6 External audit and legal advice: Increase of € 1.520

The execution is over the initially foreseen amount, mainly due to costs with legal advice.

C.7 Insurance: Reduction of € 150

Adjustment to current expenditure.

C.8 Financial Charges & Other Costs: Reduction of € 2.500

The line is slightly under spending due to lower financial costs (spread use of IBAN, less costs for bank transfers in EU countries); thus prompting a reallocation of these funds.

C.9 Gross salaries: Increase of € 740

Adjustment to current expenditure.

C.10 Social Security contributions: Reduction of € 21.425

There have been fewer changes than in previous year, thus the reduction of this budget item.

C.12 Staff travel costs: Increase of € 3.850

This increase reflects some changes in staff.

C.15 Corporate communication: Reduction of € 8.000

Adjustment to current expenditure.

C.16 Gen. Representation: Reduction of € 600

Adjustment to current expenditure.

D. CONCLUSION

These explanatory notes aimed to be as clear as possible in order to facilitate the best understanding of the proposed changes. Nevertheless, in case the European Commission considers that something should be further clarified, please do not hesitate to contact:

Secretary General Tel 02 230 64 90 Fax 02 230 21 23

e-mail:

@youthforum.org

Administrative and Financial Director

Tel: 02 230 64 90 Fax: 02 230 21 23

e-ma

<u>ayouthforum.org</u>

The undersigned declare on their honour that the information given in this report is accurate to the best of their knowledge:

SECRETARY GENERAL

ADMINISTRATIVE AND FINANCIAL DIRECTOR

Brussels, 23rd November 2010



European Youth Forum Budget 2011 (revision October 2011)

Ares (2011) 1357261

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120, RUE JOSEPH II - JOZEF II - STRAAT 120
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Fax: 02/230.21.23
c-mail:youthforum@youthforum?urg**

EUROPEAN YOUTH FORUM



EUROPEAN COMMISSION

Directorate-General for Education and Culture

Directorate E: Youth and Sport Unit E2: Youth in Action

AMENDMENT N°2 to the Operating Grant Agreement EAC-2011-0133

The European Union, represented by the European Commission (**"the Commission"**), itself represented for the purpose of signature of this amendment by

Directorate-General for Education and Culture

Acting Director of Directorate E,

of the one part, and the

European Youth Forum AISBL, YFJ
rue Joseph 2, 120
B-1000 Brussels
represented for the purposes of signature of this amendment by
Secretary General,

Having regard to Operating Grant Agreement EAC-2011-0133, whereas the European Youth Forum has requested the Commission by letter of 26 July 2012 to modify the Operating Grant Agreement EAC-2011-0133

HAVE AGREED TO AMEND THE OPERATING GRANT AGREEMENT N°EAC-2010-0133 AS FOLLOWS

1. Budget amendment:

The total costs eligible for Union funding are reduced from EUR 3.005.625,00 to EUR 2.870.325,00. The difference is due to the non-eligibility of EUR 135.300,00 of the Volunteer Time Contribution. Please see Annex I.

As a consequence of this reduction and maintaining the maximum contribution of the Commission at EUR 2.400.000,00, the maximum percentage of the Commission contribution to the total eligible costs mentioned here above, increases from the 79,85% to 83,61%.

This change of the total costs eligible for Union funding and the change of percentage of the Commission contribution to the total eligible costs apply to all relevant articles of the Operating Grant.

2. All other provisions of the Agreement shall remain unchanged and shall continue to apply.

Done in two copies, in the English language

For the Beneficiary,

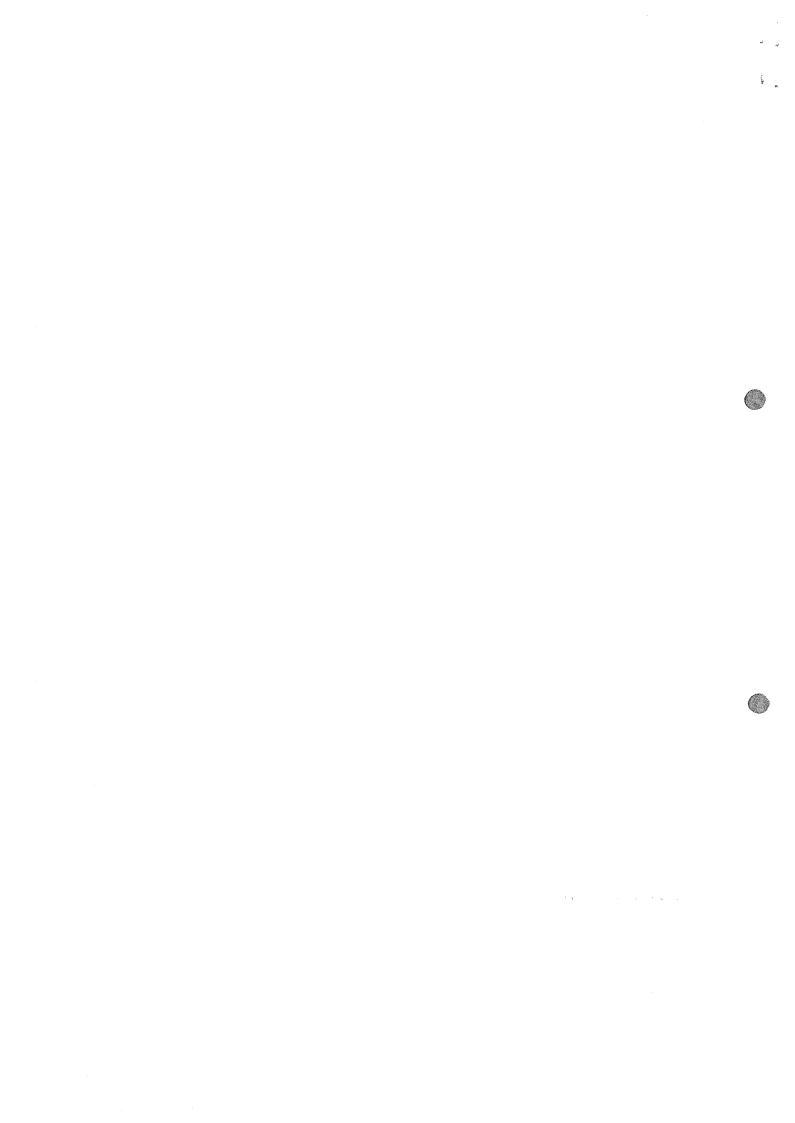
For the European Commission,

Secretary General Done at

, on / /

Acting Director
Done at Brussels, on 9/8/2012

Attachment: Annex 1



ANNEX I

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					Europea	European Youth Forum Budget 2011 - YIA 4.2	Sudget			
		Ö	COSTS							
L		I-ELIGIBL	· ELIGIBLE COSTS (EC)					RESOL	RESOURCES	
.		Budge	Budget according with 1st Amendment 2011	1st Amendment	2011	Budget according to		A FUNDING	NDING	
	A. Advocacy and Policy Development	DGEAC	Co-funding	Volunte	Total	Amendment request 2012			Budget according with	Budget according to Amendment
	1. Young Volunteers: Builders of European Society	1.245.790 €	248.040 €		-			European Commission funding		request 2012
	2. Strong Youth Organisations for stronger Civil Society	138,697			248.374 €	241,114 €		DGEAC	.2 400 000 6	000000
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ct C	9	33.540 €	24.260 €			57.900 €		Partnerships & Other Incomes	100.000 €	100,000 €
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sts	D. Governance	139,505 €	160.72	97.03	397.245 €	300.225 €				
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	riago).	8.950 €		73	Ç	5.730 € 10.950 €				
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	TOTAL OF ELIGIBLE COSTS	2.400,000 €	470.325 €	135.300 €	3.005.625 €	2.870.325.6				
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	· II. A : CONTRIBUTIONS IN KIND	DGEAC	Co-funding	Volunteer Time	Total	Amendment request 2012		İ	Budget according with 1st Amendment 2011	to Amendment
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	II. B: OTHER NON-ELIGIBLE COSTS	90	(er e	II.A = B		135,300 €	135,300 €
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