



EUROPEAN COMMISSION
Employment, social affairs and equal opportunities DG

Ref. Ares(2014)1860689 - 16/06/2014
Ref. Ares(2010)804975 - 12/11/2010

Brussels, (date of notification)
EMPL/E/2: AC – D(2010) – Ares No:

Ms Catriona WILLIAMS

EUROCHILD AISBL
AVENUE DES ARTS 1-2
1210 BRUXELLES
BELGIUM

Notification Letter Two

Ref. No: VS/2010/0607

Accounting No:

(Please quote in all correspondence)

Title: THREE-YEARS STRATEGIC PLAN 2011-2013

Dear Madam,

Please find enclosed your original of the above-mentioned agreement, signed by the Commission.

Please note that:

- if an advance/pre-financing payment is permitted under this agreement, you are invited to take note of the provisions of this agreement. If these provisions make an advance/pre-financing payment payable immediately after signature of the agreement, it is **not** necessary to send us a request for payment; in all other cases, you are invited to send us, at your earliest convenience, a payment request in writing;
- all payment requests should be marked in capital letters "**PAYMENT REQUEST**" to facilitate identification and processing by our relevant services;
- all payment requests **must be sent to the address** set out in the agreement.

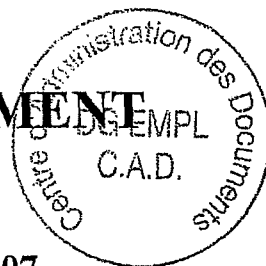
Yours faithfully,

Antonia CARPARELLI
Head of Unit

c.c.: Responsible official at DG EMPL/E/2: Marie-Anne PARASKEVAS

Date of effect of the agreement: date of notification (see above)

FRAMEWORK PARTNERSHIP AGREEMENT FOR OPERATING GRANTS



FRAMEWORK AGREEMENT NUMBER VS/2010/0607

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 framework agreement by Antonia CARPARELLI, Head of Unit, EMPL/E/2
of the one part,

and

EUROCHILD AISBL

official legal form: ASSOCIATION INTERNATIONALE SANS BUT LUCRATIF

official registration No: [...]¹

AVENUE DES ARTS 1-2, 1210 BRUXELLES, BELGIUM

~~VAT number~~: BE0866544946,

MARIA IERZOG

("the partner"), represented for the purposes of signature of this agreement by Ms ~~Catrina~~
~~WILLIAMS~~, President

of the other part,

HAVE AGREED

on the **Preamble**, the **Special Conditions**, the **General Conditions** and the **Annexes** that go to make up the present framework partnership agreement ("the framework agreement").

The **Preamble** sets out the context of the partnership established between the parties in the field of Employment, Social Affairs and Equal Opportunities.

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the framework agreement and the operational arrangements for the partnership.

The following documents are annexed to the framework agreement:

Annex I Actions planned under the partnership

Annex II Model specific grant agreement

The terms of the Special Conditions, of which the Preamble forms an integral part, shall take precedence over those in the other parts of the framework agreement. The terms of the General Conditions shall take precedence over those in the Annexes.

Through his signature, the partner accepts the terms of the framework agreement and their application to any specific grant agreements subsequently concluded between the parties.

¹ Delete if the partner is a public-sector body or an entity without legal personality. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

In the articles of the framework agreement, the generic term “action” shall refer both to a one-off action by the partner for which a grant for an action may be awarded and to a work programme carried out by the partner for which an operating grant may be awarded, except where an explicit distinction is made.

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PREAMBLE

The Commission is responsible for implementing the Union policy in the fields of Employment, Social Solidarity and Gender Equality, particularly on the basis of the Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity – PROGRESS.

For the purposes of implementing this Union policy, the Commission selects one or more partners engaged in the area of activity concerned (“the partner(s)”), with whom it shares common general objectives and wishes to establish a relationship of lasting cooperation.

The general objectives which it shares with EUROCHILD AISBL in the above-mentioned area of activity and which justify the establishment of a partnership are the following:

PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to meet the goals set in Europe 2020. To that effect, PROGRESS is instrumental in:

- providing analysis and policy advice on PROGRESS policy areas;
- monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- relaying the views of the stakeholders and society at large.

PROGRESS pursues three intermediate outcomes. It helps:

Bring about effective application of EU law on matters related to health and safety, labour law and working conditions and information and consultation of workers, non-discrimination and gender equality in all Member States

Effective application of EU law will create a level playing-field and guarantee a common level of EU legal protection to all people. PROGRESS supports the monitoring, effective application and enforcement of a large body of EU legislation developed in the fields of labour law, health and safety, gender equality and non-discrimination.

Positively change the understanding among key EU and national policy and decision-makers and other stakeholders on EU objectives and priorities

Positively changing the understanding among key EU and national policy and decision-makers and other stakeholders on EU objectives and priorities will allow favouring the convergence of national policies towards EU objectives and priorities.

Strengthen partnerships with key EU and national policy-decision makers and stakeholders

Strengthening partnerships with key EU and national policy-decision makers and stakeholders will contribute to building a consensus and creating an impulse for change in support of EU objectives and priorities.

In that context, PROGRESS supports a number of key EU-level networks through framework partnership agreements. Overall this support aims at reinforcing the capacity of those EU-level networks.

The strategy defended by the Commission is to invest in their capacity to participate and influence policy-making and policy implementation at EU and national level in support of EU objectives and priorities, and contribute to the mainstreaming of the concerns related to their main field of activity in all relevant policy areas and actions.

The legitimacy of European networks is dependent on the representativeness and official recognition of their members in their own countries, as well as on their professionalism. The partner shall therefore ensure solid membership as well as the openness and transparency of the network's decision-making process.

In turn, these key EU networks will be in a position to:

1. Improve their organisational capacity and management;
2. Voice the concerns and expectations of (1) people exposed to social exclusion, discrimination and gender equality; or (2) organizations providing services to people exposed to poverty and social exclusion, discrimination and gender inequality; and formulating them to influence policy making at EU and national levels;
3. Reinforce their own advocacy and campaigning skills and those of their national members to advance, support, and further develop EU objectives and priorities at EU and national levels;
4. Better integrate cross-cutting issues (e.g. gender, poverty, disability and non-discrimination) in their day-to-day work.



I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE

- I.1.1 The framework agreement is concluded as part of an ongoing, formalised relationship of co-operation between the Commission and the partner (“the partnership”) on the basis of Union objectives and an action plan set out in Annex I, in order to contribute to the objectives of the Community policy referred to in the Preamble.
- I.1.2 The purpose of the framework agreement is to define the respective roles and responsibilities of the Commission and the partner in implementing their partnership. The specific grant agreements that may be signed under the framework agreement shall relate to grants for an action and operating grants.

ARTICLE I.2 – AWARD OF GRANTS

- I.2.1 The Commission may consult its partner in order to obtain a proposal for action in line with the action plan set out in Annex I. Such consultation shall take place on the basis of an invitation to submit proposals. The Commission shall to that end stipulate the technical and financial criteria that the actions must satisfy, if they are to qualify for a Union grant. The partner shall be free to submit a proposal for action to the Commission in response to the consultation carried out. The proposal shall, in any case, be submitted before the start of the partner’s corresponding financial year.
- I.2.2 Where the Commission decides to accept a proposal for action, it shall send the partner a specific grant agreement (“specific agreement”) in accordance with the model in Annex II. The specific agreement is governed by the terms of the framework agreement and must be signed by the authorised representatives of the parties under the same conditions as the framework agreement.
- I.2.3 By signing the specific agreement, the partner undertakes to carry out the action under his own responsibility on the terms laid down in the specific agreement and the annexes thereto and in compliance with the undertakings entered into under the framework agreement.
- I.2.4 Signature of the framework agreement by the parties shall not give rise to any obligation on the Commission to award a grant. It shall be without prejudice to the partner’s participation in other calls for proposals with a view to the award of grants outside the action plan set out in Annex I.

ARTICLE I.3 – DURATION

- I.3.1 The framework agreement shall enter into force on the date when the last of the two parties signs.
- I.3.2 It shall be concluded for a period of 3 year(s) starting from the date of its entry into force.

- I.3.3 Specific agreements must be signed before the date when the framework agreement expires. Where the actions are carried out after the above-mentioned date, the terms of the framework agreement shall continue to apply to the implementation of the corresponding specific agreements.

ARTICLE I.4 – FINANCING THE ACTIONS

- I.4.1. Co-financing amounting to not less than 17% of the estimated total eligible cost of the action shall be required for each action for which a Commission grant is awarded.

Should the operating grant be renewed, the percentage of the eligible costs of the work programme financed by the grant shall be decreased yearly by 1%.

The partner must provide proof of the amount of co-financing provided. The co-financing may be provided either from the partner's own resources and/or from other sources of external finance.

- I.4.2 The provisions relating to the submission of the reports and other documents relating to the action and the arrangements for payment of the grant are set out in the specific agreement.

ARTICLE I.5 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication in connection with the framework agreement or a specific agreement shall be in writing, indicating the number of the agreement concerned, and shall be sent to the following addresses:

For the Commission:

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/E/2
B-1049 Brussels, Belgium

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

For the partner:

MARIA HERZOG
Ms ~~Catriona WILLIAMS~~
President
EUROCHILD AISBL
AVENUE DES ARTS 1-2
1210 BRUXELLES
BELGIUM

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

ARTICLE I.6 – LAW APPLICABLE AND COMPETENT COURT

Grants are governed by the terms of the framework agreement and specific agreements, the Union law applicable and, on a secondary level, by the law of Belgium relating to grants.

The partner may bring legal proceedings regarding decisions by the Commission concerning the application of the provisions of the above-mentioned agreements, and the arrangements for implementing them before the General Court of the European Union and, in the event of appeal, the Court of Justice.

ARTICLE I.7 – DATA PROTECTION

All personal data contained in the framework agreement and specific agreements, or related to these agreements and their implementation, shall be processed in accordance with 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 in connection with the implementation and follow-up of the framework agreement and specific agreements by Employment, Social Affairs and Equal Opportunities DG, without prejudice to the possibility of passing the data to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

Partners may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. Partners should address any questions regarding the processing of their personal data to Employment, Social Affairs and Equal Opportunities DG. Partners may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

ARTICLE I.8 – CONVERSION OF ACTUAL COSTS INTO EURO

The following special conditions apply to this grant agreement:

The partner shall submit the payment requests in accordance with article 5 of the specific agreement, including the underlying financial statements, in euro. By way of derogation from Article II.17.1, any conversion of actual costs into euro shall be made by the partner at the monthly accounting rate established by the Commission and published on its website <http://ec.europa.eu/budget/inforeuro/index.cfm?Language=en> applicable on the day when the payment request in accordance with Article 5 of the specific agreement is submitted.

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

Should the partner be awarded an operating grant under this partnership agreement, and during the execution of this grant, the legal representative shall inform immediately the unit responsible referred in article I.5 of any other activity involving the partner and financed by the Union before the signature of the relevant grant agreement. The tasks to be performed under this grant agreement must be clearly identified in order to allow the control and monitoring of each operation separately. The partner must have the appropriate

management and accounting tools to handle such a situation in an accurate and verifiable way.

Article II.7 Evaluation of the General Conditions should be completed by the following provisions: In line with a results-based management, the partner undertakes to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. This information shall feed into the Commission's own performance measurement of PROGRESS. In addition, the partner undertakes to make available to the Commission and/or persons authorised by it all documents or information as will allow PROGRESS performance measurement to be successfully completed and to give them the rights of access specified in Article II.20. The partner will be asked to loyally work in close cooperation with the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. Monitoring and reporting mechanisms will also have to be worked out and agreed between the partner and the Commission and/or persons authorised by it.



II – GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – UNDERTAKINGS BY THE PARTNER

By signing the framework agreement, the partner undertakes to:

- respect the common general objectives that formed the basis for establishing the partnership, as mentioned in the Preamble;
- fulfil the undertakings entered into under the action plan set out in Annex I, where appropriate together with the annual work programmes jointly agreed between the parties;
- make every effort to achieve in practice the above-mentioned common general objectives in each action for which a Commission grant is awarded;
- maintain relations of mutual cooperation and regular exchanges of information with the Commission on matters of common interest to do with use of the framework agreement and on the follow-up to implementation of the action plan set out in Annex I;
- adopt a transparent attitude with regard to managing and keeping accounts on the actions for which a Commission grant is awarded and co-operate fully with annual or occasional checks on the implementation of the framework agreement and/or the specific agreements.

ARTICLE II.2 – LIABILITY

II.2.1 The partner shall have sole responsibility for complying with any legal obligations incumbent on him.

II.2.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under specific agreements relating to any damage caused during the execution of an action. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.

II.2.3 Except in cases of force majeure, the partner shall make good any damage sustained by the Commission as a result of the execution or faulty execution of an action.

II.2.4 The partner shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.3 – CONFLICTS OF INTEREST

II.3.1 The partner undertakes to take all the necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the framework agreement and/or the specific agreements. Such conflict of interest could

arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.

II.3.2 Any situation constituting or likely to lead to a conflict of interest during the implementation of the framework agreement and/or the specific agreements must be brought to the attention of the Commission, in writing, without delay. The partner shall undertake to take whatever steps are necessary to rectify this situation without delay.

II.3.3 The Commission reserves the right to check that the measures taken are appropriate and may demand that the partner take additional measures, if necessary, within a certain time.

ARTICLE II.4 – OWNERSHIP/USE OF THE RESULTS

II.4.1 Unless stipulated otherwise in the specific agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner.

II.4.2 Without prejudice to paragraph 1, the partner grants the Commission the right to make free use of the results of an action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ARTICLE II.5 – CONFIDENTIALITY

The Commission and the partner undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the framework agreement or specific agreements 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 expiry date of the framework agreement.

ARTICLE II.6 – PUBLICITY

II.6.1 Unless the Commission requests otherwise, any communication or publication by the partner about an action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

Any communication or publication by the partner, 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.6.2 The partner authorises the Commission to publish the following information in any form and medium, including via the Internet:

- the partner's name and address,
- the subject and purpose of the grants awarded,
- the amounts granted and the proportions of the actions' total cost covered by the funding.

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

ARTICLE II.7 – EVALUATION

Whenever the Commission carries out an interim or final evaluation of an action's impact measured against the objectives of the Union programme concerned, the partner undertakes to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give them the rights of access specified in Article II.20.

ARTICLE II.8 – SUSPENSION

II.8.1 The partner may suspend implementation of an action if exceptional circumstances make this impossible or excessively difficult, notably in the event of force majeure. He shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

II.8.2 If the Commission does not terminate the specific agreement under Article II.12.2, the partner shall resume implementation once circumstances allow and shall inform the Commission accordingly. The duration of the action shall be extended by a period equivalent to the length of the suspension.

II.8.3 In accordance with Article II.14, a supplementary written agreement to the specific agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.


ARTICLE II.9 – FORCE MAJEURE

II.9.1 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.9.2 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.9.3 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.

II.9.4 Actions under way may be suspended in accordance with Article II.8.



ARTICLE II.10 – AWARD OF CONTRACTS

II.10.1 If the partner has to conclude contracts in order to carry out an action and they constitute costs under an item of eligible direct costs in the estimated budget for the action annexed to the specific agreement, he shall award the contract to the bid offering best value for money²; in doing so he shall take care to avoid any conflict of interests.

II.10.2 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 action;
- b) recourse to the award of contracts must be justified having regard to the nature of the action and what is necessary for its implementation;
- c) the tasks concerned must be set out in the annex to the specific agreement that describes the action and the corresponding estimated costs must be set out in detail in the estimated budget for the action;
- d) any recourse to the award of contracts while the action is under way, if not provided for in the grant application, shall be subject to prior written authorisation by the Commission;
- e) the partner shall have sole responsibility for executing the action and complying with the terms of the framework agreement and the corresponding specific agreement. The partner must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the framework agreement and/or specific agreement;
- f) the partner must undertake to ensure that the conditions applicable to him under Articles II.2, II.3, II.4, II.5, II.6, II.7, II.11 and II.20 of the framework agreement are also applicable to the contractor.

ARTICLE II.11 – ASSIGNMENT

II.11.1 Claims against the Commission may not be transferred.

II.11.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the specific agreements, or part thereof, and any payments flowing from them to a third party, following a written request to that effect, giving reasons, from the partner. If the Commission agrees, it must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Commission.

² Where the value of the contract exceeds EUR 60 000, departments may include provision, in the “Other Special Conditions”, for specific rules of procedure to apply based on those contained in the FR with due regard to the estimated value of the contract, the relative size of the Union contribution and the management risk.

II.11.3 In no circumstances shall such an assignment release the partner from his obligations to the Commission.

ARTICLE II.12 – TERMINATION OF THE FRAMEWORK AGREEMENT

II.12.1 Termination by the partner

The partner may terminate the framework agreement at any time by giving 60 days' written notice. Where he avails himself of that right, he must undertake to complete the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect.

In duly justified cases, the partner may withdraw his request for a grant and terminate a specific agreement which is in the process of being implemented 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 partner shall be deemed to have terminated the agreement improperly, with the consequences set out in the fourth subparagraph of paragraph 4.

II.12.2 Termination by the Commission

The Commission may decide to terminate the framework agreement at any time, without any indemnity on its part, by giving 60 days' written notice. Where the Commission avails itself of that right, it must honour the obligations arising from the implementation of any specific agreements which have entered into force before the date when termination of the framework agreement takes effect, insofar as this implementation gives rise to expenditure foreseen in those specific agreements which is reasonable, except in the cases set out below.

The Commission may decide to terminate the framework agreement and the specific agreements in the process of being implemented, without any indemnity on its part, in the following circumstances:

- a) in the event of a change to the partner'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 partner 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.9 or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- d) if the partner 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 any other similar 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 partner or any related entity or person, of professional misconduct;
- f) if the partner 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 partner or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union' financial interests;
- h) where the Commission has evidence or seriously suspects the partner 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 partner has made false declarations 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 partner. 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.12.3 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 partner shall have 30 days to submit his observations and take any measures necessary to ensure continued fulfilment of his obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

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

II.12.4 Effects of termination

In the event of termination of a specific agreement, payments by the Commission shall be limited to the eligible costs actually incurred by the partner up to the date when termination takes effect, in accordance with Article II.18. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The partner shall have 60 days from the date when termination of the specific agreement takes effect, as notified by the Commission, to produce a request for final payment in accordance with Article II.16.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the partner up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation 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, where the Commission is terminating a specific agreement on the grounds that the partner has failed to produce the final technical implementation report and financial statement as stipulated in the agreement and 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 partner up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination by the partner 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 a specific agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the partner to submit his observations.

ARTICLE II.13 – FINANCIAL PENALTIES

II.13.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any partner declared to be in grave breach of his contractual obligations shall be liable to financial penalties of between 2% and 10% of the value of the grant in question.

II.13.2 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.13.3 The partner shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.14 – SUPPLEMENTARY AGREEMENTS

II.14.1 Any amendment to the framework agreement or a specific agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.14.2 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 framework agreement or a grant or result in unequal treatment of applicants for framework agreements or grants.

II.14.3 If the request for amendment is made by the partner, he must send it to the Commission in good time before it is due to take effect and, as far as specific agreements are concerned, one month before the closing date of the action, except in cases duly substantiated by the partner and accepted by the Commission.

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PART B – FINANCIAL PROVISIONS

ARTICLE II.15 – ELIGIBLE COSTS

II.15.1 Eligible costs of the action or work programme are costs actually incurred by the partner, which meet the following criteria:

- they are incurred during the duration of the action or of the work programme as specified in the specific 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 specific agreement and they are indicated in the estimated overall budget of the action or work programme annexed to it;
- they are necessary for the implementation of the action or of the work programme which is the subject of the specific agreement;
- they are identifiable and verifiable, in particular being recorded in the accounting records of the partner and determined according to the applicable accounting standards of the country where the partner is established and according to the usual cost-accounting practices of the partner;
- 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 partner's accounting and internal auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.15.2 In the case of an operating grant, 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 partner'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 partner'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 partner 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 its nature and/or use justifies different treatment by the Commission;

- costs of consumables and supplies;
- costs entailed by other contracts awarded by the partner for the purposes of implementing the work programme, provided that the conditions laid down in Article II.10 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.15.3 In the case of a grant for an action, the eligible costs consist of direct costs and indirect costs.

The eligible direct costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are identifiable as specific costs directly linked to the implementation of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in paragraph 1:

- the cost of staff assigned to the action, 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 partner's usual policy on remuneration;
- travel and subsistence allowances for staff taking part in the action, provided that they are in line with the partner'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 partner and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the duration of the action and the rate of actual use for the purposes of the action 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, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by the partner for the purposes of carrying out the action, provided that the conditions laid down in Article II.10 are met;
- costs arising directly from requirements imposed by the framework agreement or the specific agreement (dissemination of information, specific evaluation of the



action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees);

The eligible indirect costs for an action are those costs which, with due regard for the conditions of eligibility set out in paragraph 1, are not identifiable as specific costs directly linked to implementation of the action which can be booked to it directly, but which can be identified and justified by the partner using his accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from paragraph 1, the indirect costs incurred in carrying out an action may be eligible for flat-rate funding fixed at not more than 7%³ of the total eligible direct costs. If provision is made in the specific agreement for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.15.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the partner can show that he is unable to recover it according to the applicable national legislation;
- costs declared by the partner and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.15.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, that the co-financing referred to in Article I.4 should be made 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 partner 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 action as ineligible costs and in receipts from the action as co-financing in kind. The partner

³ The 7% ceiling may be exceeded by a reasoned Commission decision (where appropriate, provision for this should be included in the "Other Special Conditions" and the specific agreement).

shall undertake to obtain these contributions as provided for in the specific agreement.

II.15.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a partner who already receives an operating grant from the Commission during the period in question.

ARTICLE II.16 – REQUESTS FOR PAYMENT

II.16.1 Pre-financing

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

Where required by the paragraph on pre-financing in Article 5 of the specific agreement or the equivalent article in the framework agreement, the partner shall provide a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.⁴

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

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

II.16.2 Further pre-financing payments

Where pre-financing is divided into several instalments, the partner may request a further pre-financing payment once he has used up the percentage of the previous payment specified in the paragraph on further pre-financing payments in Article 5 of the specific agreement or the equivalent article in the framework agreement. 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 5 or the equivalent, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article 5 or the equivalent, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor, or in case of public bodies, by a competent and independent public officer;
- any other documents that may be required by the specific agreement in support of the request for further pre-financing payments.

⁴ When the partner is established in a third country, the authorising officer responsible may agree that a bank or a financial institution established in that third country may provide the guarantee if he considers that the bank or financial institution offers equivalent security and characteristics as those offered by a bank or a financial institution established in a Member State. In exceptional cases, the guarantee may be replaced by a personal joint security provided by a third party. Where appropriate, provision for this should be included in the "Other Special Conditions" and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto.

II.16.3 Interim payments

Interim payments are intended to reimburse the partner for expenditure on the basis of a detailed statement of the costs incurred, once the action has reached a certain level of completion. It may clear all or part of any pre-financing.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action'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 partner 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 framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including any annexes. The partner 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 framework agreement and the specific 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 the paragraph on interim payments in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the interim report on implementation of the action;
- ask the partner 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 partner 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 partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent 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.12.2(b).

II.16.4 Payment of the balance

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the partner in carrying out the action. 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.18.

By the appropriate deadline indicated in the Article on Submission of reports and other documents in the specific agreement, the partner shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- 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 of the action;
- where required by the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, 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 partner 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 framework agreement and the specific agreement.

The documents accompanying the request for payment shall be drawn up in accordance with the relevant provisions of the framework agreement and the specific agreement, including where appropriate the annexes thereto. The partner 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 framework agreement and the specific 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 the paragraph on payment of the balance in Article 5 of the specific agreement or the equivalent article in the framework agreement in order to:

- approve the final report on implementation of the action;
- ask the partner 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 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 partner 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 partner shall be informed of that request and the extension of the delay for scrutiny by means of a formal document. The partner shall have the period laid down in the abovementioned provisions of Article 5 or the equivalent 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 specific agreement by invoking Article II.12.2(b).

ARTICLE II.17 – GENERAL PROVISIONS ON PAYMENTS

II.17.1 Payments shall be made by the Commission in euros. Any conversion of actual costs into euros 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 specific provisions are laid down for the purpose in the Special Conditions of the framework agreement or in the specific agreement.

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

II.17.2 The Commission may suspend the period for payment laid down in Article 5 of the specific agreement or the equivalent article in the framework agreement at any time for the purposes of additional checks by notifying the partner that his request for payment cannot be met, either because it does not comply with the provisions of the agreement, or because appropriate supporting documents must be produced or because there is a suspicion that some of the expenses in the financial statement are not eligible.

The Commission may suspend its payments at any time if the partner is found or presumed to have infringed the provisions of the framework agreement or the

specific agreement, in particular in the wake of the audits and checks provided for in Article II.20.

The Commission may also suspend its payments:

- if there is a suspicion of irregularity committed by the partner in the implementation of the grant agreement;
- if there is a suspected or established irregularity committed by the partner 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 partner 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 notice 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.17.3 On expiry of the period for payment specified in Article 5 of the specific agreement or the equivalent article in the framework agreement, and without prejudice to paragraph 2 of this Article, the partner 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.18.4. 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 partner only upon demand submitted within two months of receiving late payment.

II.17.4 The Commission shall deduct the interest yielded by pre-financing which exceeds EUR 50 000, as provided for in Article 5 "payment arrangements" of the specific agreement, from the payment of the balance of the amount due to the partner. The interest shall not be treated as a receipt, within the meaning of Article II.18.4.

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 partner, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II.19.

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

II.17.5 The partner shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.18, 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 shall 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 partner's right to appeal against the Commission's decision pursuant to the Article on Law applicable and competent court. 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.18 – DETERMINING THE FINAL GRANT

II.18.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Commission shall adopt the amount of the final payment to be granted to the partner on the basis of the documents referred to in Article II.16.4 which it has approved.

II.18.2 The total amount paid to the partner by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article 3 of the specific agreement, even if the total actual eligible costs exceed the estimated total eligible costs specified in the estimated budget annexed to the specific agreement.

II.18.3 If the actual eligible costs when the action ends 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 3 of the specific agreement to the actual eligible costs approved by the Commission.

II.18.4 The partner hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure of the action, in the case of a grant for an action, or of the operating budget which allows the work programme to be implemented, in the case of an operating grant, and that it may not in any circumstances produce a profit for him.

In the case of a grant for an action, profit shall mean any surplus of all actual receipts attributable to the action over the total actual costs of the action. In the case of an operating grant, profit shall mean any surplus of the partner'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 partner 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 actual costs of the action or the operating budget falling within the categories set out in the estimated budget annexed to the specific agreement 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 grant⁵.

II.18.5 Without prejudice to the right to terminate the specific agreement under Article II.12, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.13, if the action 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 action on the terms laid down in the specific agreement.

II.18.6 On the basis of the amount of the final grant 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 partner. 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.19 – RECOVERY

II.19.1 If any amount is unduly paid to the partner or if recovery is justified under the terms of the framework agreement or a specific agreement, the partner undertakes to repay the Commission the sum in question on whatever terms and by whatever date it may specify.

II.19.2 If the partner fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.17.3. 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.

⁵ By virtue of Article 165 § 3 IR, in the case of operating grants to bodies that pursue an aim of general European interest, the Commission is entitled to recover the percentage of the annual profit corresponding to the Union contribution to the operating budget of the bodies concerned where these bodies are also funded by public authorities which are themselves required to recover the percentage of the annual profit corresponding to their contribution. For the purpose of calculating the amount to be recovered, the percentage corresponding to the contributions in kind to the operating budget shall not be taken into account.

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

II.19.3 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 partner, 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.16.1. 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 partner's prior consent shall not be required.

II.19.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne solely by the partner.

II.19.5 The partner 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.

ARTICLE II.20 – CHECKS AND AUDITS

II.20.1 The partner 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 actions and the provisions of the framework agreement and/or specific agreements are being properly implemented.

II.20.2 The partner 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 each specific agreement for a period of five years from the date of payment of the balance for the corresponding action.

II.20.3 The partner agrees that the Commission may have an audit of the use made of the grants awarded 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 specific agreements until their balances are paid and for a period of five years from the date of payment of the balance for the corresponding actions. Where appropriate, the audit findings may lead to recovery decisions by the Commission.

II.20.4 The partner undertakes to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the actions are carried out and to all the information, including information in electronic format, needed in order to conduct such audits.

II.20.5 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.20.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the partner

~~MURIN HERZOG~~
Ms. ~~Catriona WILLIAMS~~

Dr. Maria Herzig
.....
Done at *Brussels 28 October*
(place, date) *2010*

In duplicate in English

For the Commission

Antonia CARPARELLI

Antonia Carparelli
.....
Done at Brussels, *3/11/2010*
(place, date)
12 NOV. 2010



ANNEX I – ACTIONS PLANNED UNDER THE PARTNERSHIP

See attached document(s): 23 page(s).

ANNEX II – MODEL SPECIFIC GRANT AGREEMENT

See attached document: 8 pages.



SUBMISSION TO THE EUROPEAN UNION PROGRAMME FOR
EMPLOYMENT AND SOCIAL SOLIDARITY - PROGRESS

CALL FOR PROPOSALS VP/2010/012

**ESTABLISHMENT OF 3-YEAR FRAMEWORK PARTNERSHIP
AGREEMENTS WITH EU-LEVEL NGO NETWORKS IN THE AREA OF
SOCIAL INCLUSION**

**EUROCHILD
TRIENNIAL STRATEGIC PLAN
2011-2013**

1.- Name of the organisation and short history

Eurochild is a network of organisations and individuals working in and across Europe to promote the welfare and rights of children and young people.

It was established in March 2004 following a decision by then members of European Forum for Child Welfare (EFCW), the European branch of the IFCW (International Forum for Child Welfare), to close EFCW and establish a new organisation, Eurochild.

Eurochild began in 2004 with 25 members in 13 countries. It has grown steadily since then and now counts 87 full member organisations, 23 associate members (predominantly individual researchers) and 1 honorary member. The membership covers 33 European countries, all EU member states and 6 neighbouring countries.

According to its statutes, Eurochild engages in the following types of activities:

- sharing information on policy and practice;
- monitoring and influencing policy development at national and European level;
- creating interest groups and partnerships between member organisations;
- representing the interests of its members to international institutions;
- and strengthening their capacity through training and individual advice and support.

2.- Vision

Eurochild's vision is of a Europe where every child grows up in an environment that nurtures their physical, intellectual, emotional, moral, and spiritual development. A European society in which children's rights, as enshrined by the United Nations Convention on the Rights of the Child (UNCRC), are universally understood and respected, by politicians, governments, professionals, parents and guardians, and children.

Eurochild believes it can make an important contribution to this vision by:

- 1) Ensuring a voice for children and young people and the organisations that work with them, in policy debates at EU level;
- 2) Strengthening its network of contacts within the EU institutions, in particular the European Parliament, the relevant DGs of the European Commission and the EU Presidencies, and thus contributing to furthering EU policies on children's rights in particular with regards to the fight against child poverty and the promotion of child well-being;
- 3) Raising awareness among child and youth organisations at national and regional level of the wide-ranging initiatives and policies at EU level that impact on children;
- 4) Building a strong, influential network of organisations that can engage in civil dialogue at European, national and regional level to promote children's rights and welfare;
- 5) Developing our capacity to respond to the growing demand for cooperation with other key stakeholders including other NGOs, regional and local authorities, researchers and academic institutions, and other inter-governmental organisations.

3.- Mission

Eurochild is a network of organisations and individuals promoting the rights and welfare of children and young people in Europe. Our aim is to voice and promote the interests of children and young people in the European Union and in particular those who are vulnerable and exposed to poverty and social exclusion. Our work is underpinned by the United Nations Convention on the Rights of the Child (UNCRC).

Eurochild's principal focus is children aged 0-18 (as defined in the UNCRC). According to the EU's Youth in Action programme, children aged from 13 are considered young people, so there is a clear overlap. Eurochild also targets its activities on young people over 18 when these young people are particularly vulnerable or disadvantaged, for example, young people leaving public care. Eurochild advocates for more integrated child and youth policies to ensure a smooth transition into adulthood.

Eurochild is open to all organisations and individuals with an interest in the rights and welfare of children and young people in Europe and a commitment to the full implementation of the UNCRC. Full members can include non-governmental organisations, statutory bodies, academic and research institutions and professional associations. Associate membership is open to individuals who are not part of an organisation eligible for full membership. Eurochild's membership is purposely designed to provide a broad platform for different types of organisations. It aims to promote sharing of expertise and experience, and to facilitate effective partnerships that ensure the best interest of the child are met.

Eurochild aims to give a voice to children and young people themselves by encouraging and promoting good practice in participation within the member organisations; attracting peer-led groups of children and young people into membership; and involving children and young people from the Eurochild membership in the network's events and activities.

Membership of the Eurochild network provides a number of benefits:

- 1) Representation of members' interests to the EU institutions and support for members to develop their policy capacity to strengthen their influence at national and regional levels.
- 2) To be part of a growing network of organisations and to contribute to Eurochild's policy and practice expertise thereby strengthening its influence in EU policy and practice debates.
- 3) Opportunities to share good practice on design and delivery of high quality services to children, young people and families, and to form interest groups with other organisations across Europe working in specific fields.
- 4) Targeted information on policy and practice developments and initiatives, funding and partnership opportunities, events and news from across Europe related to children's rights and welfare.

4.- Values

Values underpinning our activities

The United Nations Convention on the Rights of the Child (UNCRC) provides the foundation for all of Eurochild's work and is the 'glue' that binds all its member organisations.

Full application of the UNCRC requires a fundamental shift in our way of viewing children. It requires that children are recognised, not as passive recipients of support or protection, but rather as active citizens in their own right who should have, as they develop, increasing control over their

lives and influence over the policies and decisions that affect them. The UNCRC recognises children as having rights independently of adults, including their parents, and acknowledges them as social actors who must be supported in the gradual transition to adulthood. Supporting families within this context is also important for successful outcomes for children.

Despite its 20 years existence and ratification of the UNCRC by all but 2 countries in the world, the idea of children as holders of rights is far from being universally recognised. Too many children are still considered the property of adults and are subject to different forms of abuse and exploitation. We have a long way to go before all decisions that affect children take their best interests as a primary consideration (Article 3 of the UNCRC).

Eurochild and its member organisations strive to continually improve policies and practice to *walk the talk* of children's rights in their daily activities.

Values underpinning the operation of the network

Eurochild strives to abide by a number of core operational values:

Partnership: Eurochild considers its core strength to be its ability to bring together organisations from different sectors: NGOs, statutory bodies, research and academic institutes, professional associations with a common mission to promote the rights and welfare of children and young people. In today's society, change is more likely to be achieved through working in partnership both across different sectors and different disciplines. It reflects our understanding of the indivisibility of children's rights and the collective responsibility of adults to work in the interest of the child.

Participation: To promote the rights and welfare of children, it is essential to take account of the views and experiences of children themselves. The right of children to be heard in all decisions affecting them is an underlying principle of the UNCRC. Eurochild aspires to ensuring all members and the network as a whole, create opportunities for children to participate and influence policies and practice. The participation of parents is equally important in the development and implementation of policy and practice related to family support.

Ownership and engagement: Eurochild is a network that aims to respond to members' needs and interests and to enable members to play an active role in delivery of the organisation objectives. This sense of ownership is visible in the working structures established within the organisation to lead on specific priorities, such as the thematic working groups.

5.- Contextual scans and assessments

5.1. External strategic issue identification

Four overarching trends are explored in relation to their impact on Eurochild and its future development and activities:

1.) Social and economic crisis

Following the banking crisis of autumn 2008, economies remain fragile. Across the EU governments face large public spending deficits following the bail out of banks and support for failing industries. The crisis has a disproportionate impact on children and families. Evidence from the Eurochild network (October 2009) refers not only to a fall in family incomes, but also increased pressure on social services. Some members note increased tension and discrimination

and further marginalisation of vulnerable groups, notably the Roma. Cuts in health, education and social protection budgets are considered inevitable.

The difficult social and economic climate puts pressure on the Eurochild network. Members are less able to commit human and financial resources. In countries where the children's NGO sector is still fragmented and underdeveloped, efforts to strengthen partnerships are stalled.

However, in the current situation Eurochild's role in ensuring a strong, unified voice for children becomes all the more important. Decisions made today will not only impact on children's lives in the present, but also the ability of the EU to meet the challenges of the future. The crisis also presents an opportunity to highlight the importance of investing in fairer, more equal societies in the future. There is a recognition that addressing poverty and inequality in childhood can help break its inter-generational transmission and build the foundations for the long-term eradication of poverty.

2) EU cooperation on child poverty

The current proposal for the Europe 2020 Strategy includes a proposal for a poverty target and platform against poverty. It is difficult to predict whether in fact the combination of the experience of the economic crisis, the 2010 European Year to combat Poverty and Social Exclusion, and the combined EU Presidencies of Spain and Belgium both in favour of a strong Social Europe, will indeed serve to strengthen the social dimension under Europe 2020. If by the end of the year, within the proposed Platform on Poverty, there is commitment to a reinforced Social Open Method of Coordination (OMC) with a quantified target, stronger reporting and monitoring mechanisms, a strategic framework for peer reviews and analysis, and strong political engagement from member states, this will present an important opportunity for Eurochild.

The Social OMC has proved a crucial instrument in putting child poverty on the political agenda, increasing overall knowledge of the situation and identifying best policy responses. However, over the last decade child poverty levels remained stagnant or increased, even before the crisis. A Commission Recommendation on child poverty and well-being – such as the Recommendation on Active Inclusion of 2008 – would pave the way for more action and accountability of member states. Such a Recommendation would need to be part of a strong OMC and would need commitment and engagement of member states, ensuring action is undertaken across different ministries and directorate-generals at the Commission level. Eurochild is working with the Belgian Presidency to ensure that by the end of the year, the conditions are right to adopt such a Recommendation.

3) Greater visibility for children's rights at EU level

Entry into force of the Lisbon Treaty in December 2009 is a positive step forward for children's rights. The Treaty introduces an explicit objective to protect children's rights (Article 2). Provisions on non-discrimination, the fight against social exclusion and promotion of education and protection of human health are also likely to have positive impacts for children.

The European Commission plans to adopt a Communication at the end of 2010 reinforcing the EU's Strategy on the Rights of the Child. Such a Strategy could provide an important over-arching framework for mainstreaming children's rights across all EU policies and supporting member states in the implementation of the UNCRC.

The Lisbon Treaty also accords greater powers to the European Parliament. Several MEPs have shown a strong interest in children's rights and their increasing role in holding the EU to account in its commitments to children's rights is in line with Eurochild's vision.

The move towards greater visibility of children's rights in the EU is supported by the important work of the Council of Europe (Building Europe with and for children programme), as well as other partners (such as Unicef, the European Network for Children's Ombudsmen, ChildonEurope and other international NGOs). The work of *L'Europe de l'enfance* – the network of member state representatives responsible for children's rights in the 27 member states – promises to grow in importance as the EU child rights strategy is reinforced.

Work on child poverty and well-being will be reinforced by a clear and ambitious EU Strategy on the Rights of the Child and vice versa. The two areas of work should be consistent and coherent. Fighting child poverty and promoting child well-being is a key priority for implementing children's rights in the EU. The EU Child Rights Strategy can provide key principles (such as the best-interest of the child and a strong focus on non-discrimination), tools, resources and expertise to inform EU cooperation on child poverty and well-being from a child rights perspective. The work child poverty and well-being within the Social OMC will also help to inform progress on implementing children's rights in the EU.

4) Social and demographic change

The European Union is facing unprecedented change to its demographic and social structure. Given the low fertility rates across much of Europe and increasing life expectancy, a key policy priority in the EU is 'demographic renewal'. The effectiveness of family policies is increasingly under scrutiny, both in relation to financial support, policies to reconcile family and working life, and accessibility, affordability and quality of services. This is an opportunity for Eurochild to provide inputs from a child's perspective.

As a consequence of globalisation and increasing mobility, migration and integration of migrants has become the focus of much political debate across the EU. Over the last 6 years there have been historically high inflows of third-country nationals into the EU, coupled with high internal EU mobility in the wake of the two most recent enlargements. Migration flows are also linked to concentration of migrant communities, putting particular pressure on education systems; for example, children of migrant background across the EU tend to have lower educational attainment and higher rates of poverty. Often their parents work in precarious jobs with unsocial hours. Many children are left behind in their country of origin when parents migrate for work. Others have difficulties to integrate into the society of their (parent's) country of origin when returning back if their parents lose their jobs abroad. A particular priority of Eurochild, together with other partners, is to represent the voices and concerns of this particularly vulnerable group of children and young people.

5.2. Internal strategic issue identification

1) Membership

Eurochild has a growing and active membership. The network covers all member states of the European Union, and includes European-wide organisations or networks, national or regional umbrella organisations or networks, national organisations, local organisations, statutory bodies, research and academic institutions, and children's ombudsmen. The diversity of membership is a particular strength of Eurochild but also presents certain challenges: members' capacity to engage in policy influencing at national and regional level is varied; members have varying levels of understanding of European policy making; members join for different reasons e.g. as a source of information or to promote their work.

A key focus in the next 3 strategy will be to carry out a membership review including: What forms of collaboration should be developed with beneficiaries who are not members of Eurochild? How

can the network best handle the diversity with its growth strategy? Could different categories of services be offered to different categories of membership?

Another key challenge for Eurochild is the accessibility of our services to non-English speakers. Most information is provided only in English. Eurochild is supporting members to translate material and a growing number of events have interpretation. This will be a key focus of the next 3-year strategic plan.

2) Governance

Eurochild benefits from a strong and committed management board. In 2008 the board was expanded to 6 members. The chair of the 'policy working group' (recently re-named the policy steering group) is also regularly invited as observer to the group.

In June 2010, elections will take place to replace the President, Treasurer and Secretary. This transition will mean the loss of considerable institutional memory as all 3 are founding members of Eurochild. Eurochild aims to minimise this loss by setting up the position of 'special advisor' for a 1 year transition period (subject to the approval of the General Assembly). The new management board will review the need for amendments to be made in the statutes with regards to future transitions in the management board.

3) Services and stakeholder satisfaction

According to the Eurochild external evaluation carried out through 2009 *"the information and activities developed by the network are assessed as being very relevant for the work of the members"*. The network is considered to be a bridge between the EU and national levels. A recent survey of members regarding Eurochild's weekly info flash revealed 88% of respondents finding the service useful or very useful.

The thematic working groups are considered to be a *"breakthrough in the process of organisational development as they grew out of the interests of members"* (external evaluation 2009). The next 3 years will focus on ensuring the TWGs function effectively and contribute to the network's overall strategic objectives. Eurochild is perceived as having a *"good balance between the interests of the network and the interests of individual members"*.

A particular challenge for Eurochild is to make the work of the network more visible to the outside world and to track spin-offs from the network to better capitalise on results and outcomes, also linking with EU policy developments. Future cooperation with other networks is a point of attention in the context of advocacy and policy development.

4) Staff

Eurochild has a small team of 5 full-time and 1 part-time employees. An important challenge to the organisation is staff retention. The jobs are demanding, salaries relatively low, and there are few opportunities for career progression. The values of the organisation and the flexibility and autonomy accorded to staff are important motivating factors. In the next 3 years Eurochild will seek to bring staff conditions into line with other European associations and ensure professional training for all staff.

Contracting temporary staff/external consultants is a solution to cope with increased work pressure while taking advantage of expertise in a specific area.

5) Financial Resources

Eurochild has expanded significantly during the last three years. Given the scope and demand for our work, we see the need to further expand in the coming 3 years. Our ability to grow

nonetheless depends on our ability to raise the necessary co-funding. Although membership fees have increased and Eurochild generates income through its events, it has nonetheless proven difficult to generate the required level of co-funding. Eurochild has developed a system of friends of to attract private donors, but the contributions are so far limited. Income generation will be a major focus of the next 3 year strategic plan.

<i>External</i>	<p style="text-align: center;">Opportunities</p> <p>The financial crisis, 2010 European Year against Poverty and Social Exclusion, and the Spanish and Belgian Presidencies of the EU should lead to a stronger social dimension in the EU 2020 strategy</p> <p>Poverty and social exclusion of children has been recognised by all member states to be a common threat, and a strong political commitment exists across the EU to further address the causes & symptoms of child poverty – thanks in part to the Social OMC.</p> <p>Adoption of the Lisbon Treaty strengthens citizens rights and paves the way for a reinforced EU Strategy on the Rights of the Child, which should lead to the mainstreaming of children's rights across EU policies</p> <p>The complexity of addressing child poverty and support child wellbeing is understood, different policy fields get involved in promoting inclusion & equal opportunities (early years, education, health, environment, youth)</p> <p>Demographic and social change has focused attention on the needs of children and young people.</p>	<p style="text-align: center;">Threats</p> <p>The outcome of the Europe 2020 strategy and the continuation of the Social OMC is still unclear. Several member states resist a stronger social dimension.</p> <p>The financial crisis has in some countries weakened children's NGO and reduced funding streams from public and private sources. It may threaten our performance and influencing capacity at national and regional level</p> <p>Difficult to ensure the relevance of EU policy development to national policies in countries where social inclusion & child & families policies are devolved to regional government.</p> <p>Changing political priorities in MS according to government changes and budgetary restraints</p> <p>Growing tendency to address poverty and social exclusion exclusively from a family-based approach, whilst ignoring a specific child perspective</p> <p>Horizontal nature of children's policies means that the work of several DGs touches on the well-being & inclusion of children. These are not always coordinated. For example, there are few links between the Social OMC and the Youth OMC. Policies tackling child poverty should integrate with policies focusing on youth inclusion.</p>
<i>Internal</i>	<p style="text-align: center;">Strengths</p> <p>Strong track record with different European Commission DGs & a recognised partner of member states taking up EU Presidencies of expert input.</p> <p>Committed & active management board & good nominations for board renewal in June 2010</p> <p>Eurochild activities are appreciated by members including: information, advocacy and mutual learning</p> <p>Active members in policy working and thematic working groups</p> <p>Good capacity of the network to advance, support and further develop EU objectives and priorities at national level (i.e. Influential national platforms in membership from CY, DK, EE, FI, DE, IE, NL, UK</p> <p>Membership coverage in all EU member states</p>	<p style="text-align: center;">Weaknesses</p> <p>Young network. The strong growth in membership makes it difficult to meet diverse needs.</p> <p>A lot of members are 'active' but on different policy issues i.e. they do not have the capacity to contribute to all aspects of policy development, information, representation etc.</p> <p>Limited time and human resources within membership is always an issue</p> <p>Need to cover an increasing number of policy fields influencing rights and welfare of children</p> <p>Lack of public visibility to Eurochild's work and outputs. Difficult to capture and measure outcomes of Eurochild's work e.g. joint working between members.</p> <p>Participation of children and young people in Eurochild is still at its beginning</p> <p>Eurochild expansion is limited by its ability to generate the necessary co-funding</p>

6.- Strategic objectives and key planned activities

I- IMPROVING THE ORGANISATIONAL CAPACITY AND MANAGEMENT OF THE EUROPEAN PARTNER ORGANISATION

1. **Improve network performance and make best use of human resources by guaranteeing effective governance, management and staffing.**
 - Deliver human resources plan for Eurochild staff including: review of working conditions and roles and responsibilities, salary scales, annual appraisals, individual training and competence development, annual team building day(s).
 - Support the new management board to carry out their responsibilities effectively and efficiently by delivering an induction for the new board, planning and preparation of management board meetings, clear guidance for roles and responsibilities.
 - Make effective use of ICT tools to improve communication and functioning of internal working structures. This should include web based tools via the members only web pages of Eurochild, Skype, conferencing, video links etc.
2. **Build Eurochild membership to ensure geographical representation across the EU, strong regional and national influence, and more engagement in Eurochild activities and working structures.**
 - Conduct membership and strategic review with the new management board to ensure the growth strategy fits the network's overall mission, objectives and capacity to deliver.
 - Implement targeted recruitment strategy towards organisations that will have the greatest impact in delivery of Eurochild objectives at national and regional level.
 - Further develop and refine the working methods of Eurochild's internal working structures including the policy steering group and thematic working groups. Develop clear action plans and tools to evaluate their outputs and impact on delivery of Eurochild's strategic objectives.
3. **Develop Eurochild's income generating activities and secure Eurochild's long-term financial sustainability.**
 - Set up and service a finance committee to oversee financial activity and to review and develop Eurochild's income generation work. This committee will be tasked with review of VAD registration criteria for assessing private sponsorship or donations, Friends of, other income generating activities such as training or consultancy.

II. VOICING THE CONCERNS AND EXPECTATIONS OF (1) PEOPLE EXPOSED TO SOCIAL EXCLUSION, DISCRIMINATION AND GENDER INEQUALITY; OR (2) ORGANIZATIONS PROVIDING SERVICES TO PEOPLE EXPOSED TO POVERTY AND SOCIAL EXCLUSION, DISCRIMINATION AND GENDER INEQUALITY; AND FORMULATING THEM TO INFLUENCE POLICY MAKING AT EU AND NATIONAL LEVELS

4. Increase the visibility and effectiveness of Eurochild as the principal NGO interlocutor at EU level on the rights and welfare of children and young people – particularly those who are vulnerable or exposed to poverty and social exclusion
- Build on going relationships with upcoming EU Presidencies, European Commission officials in relevant DGs, members of the European Parliament – in particular developing a network of Parliamentary ‘friends’ and supporting the development of a cross-party and cross-committee group of MEPs on children, national governments – in particular through the Social Protection Committee, social and human rights attaches in the Permanent Representations, and L’Europe de l’Enfance group and ChildonEurope, EU agencies in particular the Fundamental Rights Agency and the Dublin Foundation for Living and Working Conditions, Committee of the Regions and European Economic and Social Committee. Support Parliamentarians with Parliamentary questions and briefings on specific issues.
- Develop the knowledge base and expertise within Eurochild by building a pool of experts and initiating or supporting relevant research, reports and publications.
- Organise events targeted at external audiences including (but not limited to) an annual conference and seminars/debates in the European Parliament.
- Develop Eurochild’s external communication including distribution of bi-monthly e-bulletins, development and maintenance of the Eurochild website, extending and improving Eurochild’s contacts database, improving links to EU media, writing articles in external magazines and journals, ensuring timely press releases and follow-up.
- Ensure representation of Eurochild in key EU networks and platforms to voice the concerns and expectations of children and young people exposed to poverty and social exclusion. Eurochild will be represented by senior staff (Secretary General or Policy Officers), board members, or other members with particular expertise who are briefed by the Eurochild secretariat, in key networks and platforms including the Social Platform, EAPN, EESC Liaison Group, the UNCRG NGO Group.
- Ensure representation of Eurochild in external meetings and events to voice the concerns and expectations of children and young people exposed to poverty and social exclusion. As Eurochild staff and board cannot respond to every request to attend or speak in events, the Secretariat will support members’ representation of Eurochild by providing an events briefing note. Members are required to submit an event report after each mission.
- Develop strategic alliances or other forms of cooperation with other EU networks where clear synergies exist with our overarching mission and policy priorities.

5. Build Eurochild's expertise and influence in policy areas identified as being of priority concern to Eurochild member organisations – and which contribute to the mission of promoting the rights and welfare of children and young people, in particular those who are vulnerable or exposed to poverty and social exclusion

- Continue to service and support existing thematic working groups in the areas of: early years, education and care, family and parenting support, children in alternative care, and children's participation. Develop criteria for the establishment of new thematic working groups. Develop common procedures and guidelines for different tools available to thematic working groups, such as members, exchange seminars, study visits. Develop database of good practices in each priority area.
- Develop communication channels to ensure links between the thematic working groups and with Eurochild's overarching policy influencing work led by the Policy Steering Group.

6. Ensure the voices and concerns of children and young people themselves are heard and taken into account in the development of Eurochild's advocacy work

- Identify and promote good practice in children's participation across the EU with the support of the thematic working group.
- Support member organisations in their efforts to integrate children's participation into their own work at national and regional level by offering the possibility of exchanges, guidelines and expertise, monitoring tools.
- Involve children and young people directly in the work of the thematic working groups – starting with the thematic working groups on participation and children in alternative care.
- Build links with the Council of Europe 'Building a Europe for and with children' so Eurochild members can learn from and contribute to their expertise on participation. Make more use of tools such as the EU's Youth in Action to support exchange between members engaged in children's participation.

III- REINFORCING THE ADVOCACY AND CAMPAIGNING SKILLS OF THE EUROPEAN PARTNER ORGANISATION AND THOSE OF ITS NATIONAL MEMBERS TO ADVANCE, SUPPORT AND FURTHER DEVELOP EU OBJECTIVES AND PRIORITIES AT EU AND NATIONAL LEVELS

7. Increase members understanding and engagement in the development, implementation and monitoring of European policies that impact on children and young people exposed to poverty and social exclusion at a national or regional level
- Continue Eurochild's information services to members including the weekly info flash and the members only webpages. Support and encourage members to translate and distribute material in their own countries and regions
- Develop detailed policy briefings on key policy developments at EU level of relevance to the rights and welfare of children and young people, and in particular in the priority policy areas of the thematic working groups
- Support members to influence at local and national level through policy positions, press releases, questions for members to ask their governments, questions for their parliamentarians to ask in national and/or European policy debates, development of advocacy toolkits, supporting members organise events/meetings in the European Parliament, participation in events that members organise at national or regional level
- Develop training and capacity building for members on key areas of EU policy development – in particular on the Social Open Method of Coordination and the opportunities to influence therein

IV- BETTER INTEGRATION OF CROSS-CUTTING ISSUES (E.G. GENDER, POVERTY, DISABILITY AND NON-DISCRIMINATION) IN THE DAY-TO-DAY WORK OF THE EUROPEAN PARTNER ORGANISATION

8. More balanced representation of women and men, ethnic minorities and people with disabilities in the Eurochild working structures
- Ensure non-discriminatory practices in staff recruitment and support in the Eurochild secretariat. Actively encourage members to involve more men in the working structures of Eurochild. Ensure maximum accessibility of Eurochild's services to people with disabilities, including evaluating the accessibility of Eurochild information and events
9. Increase attention to children with disabilities, children of ethnic minority and migrant background and gender issues within Eurochild's work to promote the rights and welfare of children
- Mainstream the interests of different groups of children into Eurochild's advocacy work outlined under Objective 4

7. Performance measures

SUMMARY TABLE: PERFORMANCE MEASUREMENT PLAN

PERFORMANCE MEASURE	UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION	DATA REGULARLY AVAILABLE?	DATA ACQUISITION		RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING	CRITICAL ASSUMPTIONS
					SCHEDULE/ FREQUENCY	RESPONSIBLE OFFICE/PERSON		
Immediate outcome 1: IMPROVING THE NETWORKS' ORGANISATIONAL CAPACITY AND MANAGEMENT OBJECTIVES								
1. Improve network performance and make best use of human resources by guaranteeing effective governance, management and staffing								
2. Build Eurochild membership to ensure geographical representation across the EU, strong regional and national influence, and more engagement in Eurochild activities and working structures								
3. Develop Eurochild's income generating activities and secure Eurochild's long-term financial sustainability								
1) Extent to which the HR plan implemented & monitored	Staff satisfaction/motivation	Staff appraisal External evaluation	Bi-lateral appraisal Annual team meeting External evaluator	Yes	Annually	Secretary General External evaluator	Secretary General External evaluator	
2) Extent to which the governance structure functions effectively	MB satisfaction Members satisfaction	Management board evaluation External evaluation	MB Survey External evaluator	Yes	Annually	Secretary General External evaluator	Secretary General External evaluator	
3) Geographical coverage of members with capacity to influence	Number of member states covered by members of the Policy Steering Group	Internal files	Participants in the PSC	Yes	Annually	Policy Officer	Policy Officer	
4) Extent to which Eurochild has secured a diversity of funding sources to ensure long-term financial sustainability	Number of funding sources	Financial report	Internal	No	Annually	Finance committee/Office manager	Finance committee/Office manager	

PERFORMANCE MEASURE	UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION	DATA REGULARLY AVAILABLE?	DATA ACQUISITION		RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING	CRITICAL ASSUMPTIONS
					SCHEDULE/ FREQUENCY	RESPONSIBLE OFFICE/PERSON		

Immediate outcome 2: VOICING THE CONDITIONS, CONCERNS AND EXPECTATIONS OF (1) PEOPLE EXPOSED TO SOCIAL EXCLUSION, DISCRIMINATION AND GENDER INEQUALITY OR (2) ORGANISATIONS PROVIDING SERVICES TO PEOPLE EXPOSED TO POVERTY AND SOCIAL EXCLUSION, DISCRIMINATION AND GENDER INEQUALITY OBJECTIVES

4. Increase the visibility and credibility of Eurochild as the principal interlocutor at EU on the rights and welfare of children and young people – particularly those who are vulnerable or exposed to poverty and social exclusion
5. Build Eurochild's expertise and influence in policy areas identified as being of priority concern to Eurochild member organisations – and which contribute to the mission of promoting the rights and welfare of children and young people, in particular those who are vulnerable or exposed to poverty and social exclusion
6. Ensure the voices and concerns of children and young people themselves are heard and taken into account in the development of Eurochild's advocacy work

5) Reach of Eurochild's communication & advocacy activities	No. of individuals reached	Internal	Internal monitoring systems	Yes	Monthly or quarterly	Information/ Communications Officer (ICO)	Information/ Communications Officer (ICO)	
	No. of website hits							
	No. of reports published							
	No. of articles published							
	No. of press releases							
	No. of policy positions							
	No. of events organised where Eurochild made a contribution							

PERFORMANCE MEASURE	UNIT OF MEASUREMENT	DATA SOURCE	METHOD/ APPROACH OF DATA COLLECTION	DATA REGULARLY AVAILABLE?	DATA ACQUISITION		RESPONSIBLE OFFICE/PERSON FOR ANALYSIS & REPORTING	CRITICAL ASSUMPTIONS
					SCHEDULE/ FREQUENCY	RESPONSIBLE OFFICE/PERSON		
Eurochild's influence & expertise	Members' satisfaction	Survey	External evaluation	No		External evaluator	Policy Officer	
9) Extent to which the views and experiences of children and young people are reflected in Eurochild's work	No. of children participating in Eurochild activities	Internal	Internal	Yes	Annually	Policy Officer/ Secretary General	Policy Officer/ Secretary General	
	No. of members actively engaged in children's participation	Survey	Survey through the EWG/AL	No	Annually	Policy Officer	Policy Officer	

Immediate outcome 3: REINFORCING THE ADVOCACY AND CAMPAIGNING SKILLS OF THE NETWORKS AND ITS MEMBERS' ORGANISATIONS TO ADVANCE, SUPPORT AND FURTHER DEVELOP EU OBJECTIVES AND PRIORITIES AT EU AND NATIONAL LEVELS

OBJECTIVE

7. Eurochild members understand and engage in the development, implementation and monitoring of European policies that impact on children and young people exposed to poverty and social exclusion at a national or regional level

10) Extent to which members are informed & empowered to influence at national and local level on EU policy issues	No. of policy briefings	Internal		Yes	Annually	Policy Officer	Policy Officer	
	No. of members that have used Eurochild material to contact their government on key policy issues	Survey	To be collected 2 weeks after request for influencing action from the Secretariat	No	As required			
	No. of MEPs & national/regional government officials contacted by members on behalf of Eurochild	Survey	By Secretariat with support from Policy Steering Group		Annually			
	Members awareness of EU policy areas of influence to child & youth rights & welfare	Survey	By Secretariat with support from Policy Steering Group		Annually			

Immediate outcome 4: BETTER INTEGRATING OF CROSS-CUTTING ISSUES (E.G. GENDER, POVERTY, DISABILITY, NON-DISCRIMINATION)

OBJECTIVES

8. More balanced representation of women and men, ethnic minorities and people with disabilities in the Eurochild working structures

9. Increase attention to children with disabilities, children of ethnic minority background and gender issues within Eurochild's work to promote the rights and welfare of children

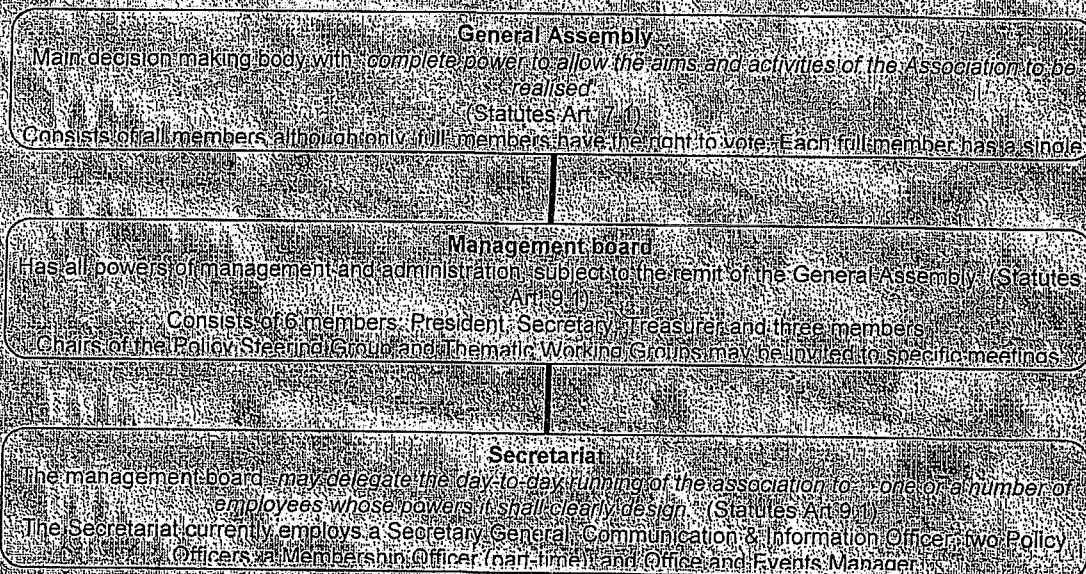
11) More balanced representation of women & men in Eurochild working structures	No men participating in meetings & events No men among staff MB, PSG, IWGs	Internal	Through participants lists	Yes	Per event	Office & Events Manager	Office & Events Manager	
12) Extent to which gender, disability and ethnic/migration background addressed in Eurochild's policy work	No, not Eurochild policy papers addressing one or more of these issues	Internal		No	Annual	Policy Officers	Policy Officers	

8. Resources (approx. 3-4 pages)

8.a Human resources

(i) **Governance structure** - describing the roles and responsibilities of the European network and its members in implementing the strategy.

The following table illustrates the governance structure of Eurochild:



The management board can decide to constitute specific working groups linked to the strategic development of the organisation, for example, a finance committee and membership working group.

Eurochild also has a number of working structures that involve members in implementation of the strategy.

The **Policy Forum** gathers all members once a year (around the General Assembly) to discuss and evaluate Eurochild's influencing strategy.

The **Policy Steering Group** comprises 20-30 representatives of member organisations who provide advice and support to the Secretariat on policy development around the core priorities of children's rights and child poverty. Representatives are nominated by members and are selected according to their experience and capacity to be involved in an on-going basis on Eurochild's policy development, implementation and monitoring. Eurochild seeks to achieve geographical representativity and involvement of members that have a good understanding of EU policy making and capacity to influence at national or regional level. The Policy Steering Group has an elected chair with a 2-year term of office. The Policy Steering Group meets twice per year in Spring and Autumn. They are responsible for preparing and following up the annual Policy Forum. Members of the Policy Steering Group may represent Eurochild in events and meetings linked to Eurochild's core priorities of child rights and child poverty.

Thematic Working Groups (TWGs) are set up according to the key interests of Eurochild member organisations. Four TWGs are currently on-going focusing on: early years' education and development, family and parenting support, children's participation, children in alternative care. Each TWG has a chair elected from the membership for a 2-year term of office. The TWGs usually meet twice a year around other Eurochild events. Each TWG proposes its own activities for the annual work programme in line with the overall strategic objectives of Eurochild. Members of the TWG are encouraged to develop independent projects and look for alternative funding. The TWGs are serviced by the Eurochild

secretariat with regular news updates, including links to good practice, research studies, EU policy developments (also available on dedicated webpages on Eurochild's website). Members are invited to represent Eurochild in specific meetings and events related to the policy focus of the working group.

(ii) A **staff strategy** including a description of posts, a salary policy, a training plan and a career development plan over 3 years.

Eurochild currently employs 6 staff, described in detail below. A further position 'Training and Development Officer' will be created over the course of the next 3 years. In addition, Eurochild offers a rolling programme of 2 6-month traineeships related to Policy Support and Information and Communication Support.

Secretary General (full-time)

The Secretary General has overall responsibility for the management of the Eurochild Secretariat and the discharge of its functions, and reports to the Eurochild management board. She carries responsibility for management and supervision of staff, including health and safety, professional development, non-discrimination and equal opportunities in staff recruitment; management of the operational budget to achieve organisational objectives and respect of funding agreements; overseeing the effective implementation of the Eurochild strategy; external representation of the organisation; ensuring effective internal processes to support and service the Management Board and other working groups.

Policy Officers (full-time)

There are two Policy Officers working on implementation of the strategic objectives under priority areas (1) and (2) (representing the views and concerns of children and young people and the organisations working with them, and ensuring members understand and use EU policies to influence at national and regional level). Their role includes to support the Secretary General in developing on-going relationships with key interlocutors within the EU institutions and other key actors; to draft policy positions and responses; to ensure representation of Eurochild in other networks and platforms; to service Eurochild policy and thematic working groups.

Whilst both Policy Officers are expected to have a good understanding of the EU policies and processes related to the Social OMC, child poverty and well-being and children's rights, each staff member is given responsibility for leading on specific policy areas; for example, each Policy Officer is responsible for servicing two thematic working groups.

The Policy Officers are supported by a Policy Intern, recruited on a 6-monthly basis.

Information and Communications Officer (full-time)

The Information and Communications Officer has overall responsibility for delivery of Eurochild's information services to members and to develop our external communication. He leads on the development and implementation of Eurochild campaign activities, development of Eurochild's relationship with the media, press releases, Eurochild reports and publications, web-based information and services.

The Information and Communication Officer is supported by an information and communications intern, recruited on a 6-monthly basis.

Membership Officer (part-time)

The Membership Officer is responsible for servicing the Eurochild membership. This includes managing new membership applications and the approval process; ensuring induction of new member

organisations: maintaining on-going relations with existing members; supporting members in their requests for translation of Eurochild materials; developing promotional material to support membership recruitment; supporting the Information and Communications Officer in design, printing and distribution of Eurochild reports and publications.

Office and Events Manager (full-time)

The office and events manager is responsible for management of office systems including IT, office facilities, personnel issues, and book-keeping systems (with support of an external accountant and book-keeper). Together with the Secretary General she is responsible for setting up effective internal processes to ensure the smooth running of the office and staff support. She is also responsible for the logistical organisation of Eurochild meetings and conferences.

Training and development officer (to be recruited)

A new position of training and development officer will be created over the duration of the next 3-year strategy. The purpose of this position will be to deliver the objective of strengthening the Eurochild network and its capacity to implement deliver Eurochild's strategic plan. It will combine membership recruitment with support for strengthening cooperation, joint advocacy and ultimately the development of networks of children's organisations at national and regional level. The position would also be responsible for developing Eurochild's training capacity, by building a pool of trainers from the Eurochild membership and increasing the capacity building element of Eurochild's events and activities.

This position is not expected to be wholly funded through the core grant under the 3-year strategic partnership agreement. Eurochild will apply for an Action Grant under Europaid targeted at building civil society partnerships in the Balkan region. If this is unsuccessful Eurochild will try to seek alternative funding through private foundations or other EU projects.

Salary policy

Staff salaries of the Secretariat employees are approved by the management board annually. The Secretary General makes a proposal to the Management Board on the basis of the annual staff appraisal and in consultation with the Management Board member designated to work on finance and human resource issues. The salary of the Secretary General is approved annually by the Management Board following the Annual Review. Salaries are expected to reflect the detailed job descriptions and level of responsibility. Education, special training and previous experience of the newly recruited staff will also be factored in determining the exact gross salary of each post.

Eurochild will develop a transparent salary scale for staff including Junior, Middle, Senior and Director level staff, in line with other European level NGOs. Currently salary levels within Eurochild are low compared to organisations of similar size and remit in Brussels and this will be reviewed in the coming year to ensure a competitive salary package.

Training plan

All training needs are identified through the annual staff appraisal. A training budget of 6,000 Euro/year is included within the staff costs (1,000 Euro/staff member) that can be allocated by the Secretary General according to staff requests. Training that exceeds this amount or that requires staff to be away from the office for more than 5 days must be approved in advance by the Management Board.

Career development

The career development of individual staff members is monitored through the annual staff appraisals with the Secretary General (or in the case of the Secretary General with the President) and reviewed by

the management board. The implementation of a transparent salary scale with an accompanying system for monitoring the development of staff skills and responsibilities, will allow for a more effective system of review and promotions. The jobs are expected to change over time as the organisation grows and internal processes are improved to allow delegation of tasks to interns.

(iii) Eurochild's gender and disability mainstreaming plan

In contrast to the situation in most organisations at national and international level, Eurochild has an over-representation of women in its governing body and secretariat.

Nonetheless, over the last 3 years partnership agreement, Eurochild has recruited one male staff member, has a blind male information and communications assistant (internship) and has one male nominee to the management board (elections are scheduled for June 2010). Furthermore two of the thematic working groups are chaired by men.

Eurochild's mainstreaming plan consists of:

- Ensuring equality of opportunity in its terms and conditions of employment. Equal pay will always be given for work of equal value. Where employees or participants at events have particular cultural or religious needs or disabilities, Eurochild will always, wherever practicable, seek to enable such needs to be met.
- Assuring appropriate training opportunities for staff from under-represented groups to support their progress.
- Regular review of Eurochild's equal opportunities plan and staffing by the Eurochild management board.

8.b. Financial resources

The following sources of financing will be developed to meet the co-funding requirements of the partnership agreement over the coming three years:

Own resources

Membership fees generate approximately 30% of the required income generation. Fees were recently increased and are not likely to be increased in the coming 3-year cycle. However, Eurochild does expect to continue growth in membership on a similar scale to previous years (10-15 new members per year).

Member organisations contribute financial resources to the delivery of Eurochild's work programme through inputs of staff time and their own resources (e.g. coverage of own costs to governance or working meetings).

Other sources of income

Private sponsorship towards Eurochild events and activities will be sought. Eurochild is building relationships with different European Foundations working in the field of children's rights and welfare, with the expectation that activities of mutual interest may be developed. Eurochild will also promote its work with the private sector in the framework of Corporate Social Responsibility.

Sponsors of Eurochild annual conferences also generate complementary income to Eurochild. Sponsors may include national or regional government or local enterprises.

Revenue generated by the action

Registration fees to events, training seminars are study tours including the complete conference package is an important source of income generation.

In the frame of the next 3-year strategy, Eurochild will explore the possibility of developing training and consultancy services and sale of publications and reports. If Eurochild decides to expand these services, VAT registration will become a necessity.



ANNEX1: LOGIC MODEL ARTICULATING EXPECTED CONTRIBUTION OF KEY EU-LEVEL NETWORKS IN SUPPORT OF THE REALISATION OF PROGRESS EXPECTED OUTCOMES -

Outcome of Social Agenda

More & better jobs, & more cohesive societies that offer equal opportunities for all, in Member States

PROGRESS
Ultimate

1. Member States implement laws, policies & practices in a manner that contributes to the desired outcome of the Social Agenda

PROGRESS
Intermediate
Outcomes

1. To bring about effective application of EU law in all Member States

2. To help positively change the understanding and promote ownership among policy/decision-makers and stakeholders in Member States, and the Commission, of EU objectives and priorities

3. To strengthen partnerships with national and pan-European stakeholders in support of EU objectives and priorities

PROGRESS
mediate
Outcomes

Effective information sharing/learning in Commission & across Member States on EU law & policy related to PROGRESS

Well-informed EU policies and legislation in PROGRESS areas relevant to needs, challenges & conditions in Member States

Better integration of cross-cutting issues and greater consistency in EU policies & legislation related to PROGRESS

Greater capacity of national and pan-European networks to support, promote and further develop policies and objectives related to PROGRESS policy areas

High-quality and participatory policy debate at EU and national levels on law, policies & objectives in areas related to PROGRESS

Network
mediate
Outcomes

Improving the networks' organisational capacity and management

Voicing the conditions, concerns and expectations of (1) people exposed to social exclusion, discrimination and gender inequality or (2) organisations providing services to people exposed to social exclusion, discrimination and gender inequality

Reinforcing the skills of the networks and its members' organisations to advance, support and further develop EU objectives and priorities at EU and national levels

Better integrating of cross-cutting issues (e.g. gender, poverty, disability, non-discrimination)

Network
Outputs

1. Relevant advocacy, institutional and capacity building work

2. Accurate monitoring/assessment reports on implementation & impact of EU law & policy

3. Relevant position papers, analysis

4. Identification of good practices

5. Information, awareness-raising and campaigning activities, networking with national member organisations and other stakeholders

5

**SPECIFIC AGREEMENT No. [...] ([SI2....])
ON AN OPERATING GRANT**

This specific agreement ("the agreement") is concluded between:

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 [forename, surname, function, DG and service]

of the one part,

and

[full official name]

official legal form: [...]

official registration no.: [...]

[official address in full]

VAT number: [...],

("the partner"), represented for the purposes of signature of this agreement by [forename, surname, function]

of the other part,

The following annexes form an integral part of the agreement:

- | | |
|------------------|---|
| Annex I | Work programme |
| Annex II | Estimated operating budget |
| Annex III | Activity reports and financial statements to be submitted |

ARTICLE 1 – PURPOSE OF THE AGREEMENT

The agreement is concluded in the context of the partnership established between the parties. It is drawn up in accordance with the relevant terms of framework partnership agreement no. [...] signed between the Commission and the partner on [...].

The Commission has decided to award a grant, under the terms and conditions set out in this agreement and the framework agreement, which the partner hereby declares that he has taken note of and accepts, for the work programme of the partner, which corresponds to the activities and objectives specified in the partner's articles of association.

The partner accepts the grant and undertakes to do everything in his power to carry out the work programme as described in Annex I, in accordance with the terms and conditions of the above-mentioned framework agreement applicable to the implementation of the agreement, acting on his own responsibility.

ARTICLE 2 – DURATION

The period of eligibility for Union funding shall be [...] months from [*one of the following options*] [the first day of the month following the date when the last of the two parties signs the agreement]¹ [*or (insert date)*] [...] (“the starting date”).²

ARTICLE 3 – FINANCING THE WORK PROGRAMME

The total costs eligible for Union funding are estimated at EUR [...] as shown in the partner'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 partner 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.15 of the framework agreement.

The Commission shall contribute a maximum of EUR [...], equivalent to [...] % of the estimated total eligible costs indicated above. The final amount of the grant shall be determined as specified in Article II.18 of the framework agreement, without prejudice to Article II.20 thereof.

ARTICLE 4 – ADJUSTMENT OF THE ESTIMATED BUDGET

By way of derogation from Article II.14 of the framework agreement, the partner may, when carrying out the work programme, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the

¹ The recommended practice is for the Commission to sign last.

² Period of eligibility to coincide with the partner's budgetary year for reasons of consistency and administrative convenience, but subject to the following conditions: the grant may not be awarded more than six months after the start of the partner's budgetary year, and the period of eligibility may not begin before the date when the application is lodged or before the start of the partner's budgetary year (Article 112(2) of the Financial Regulation). Under Article 111 of the Financial Regulation a partner may be awarded only one operating grant per financial year.

implementation of the work programme and the transfer between headings does not exceed 20% of the amount of each heading of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in Article 3. He shall inform the Commission in writing.

ARTICLE 5 – PAYMENT ARRANGEMENTS

Pre-financing:

Within 45 days of [*one of the following options, without a financial guarantee*] [the date when the last of the two parties signs the agreement,] [*or, if a financial guarantee is required*] [the latest of the following dates:
- the date when the last of the two parties signs the agreement
- receipt of a financial guarantee of an amount equivalent to the amount of pre-financing granted,
] a pre-financing payment of EUR [...] shall be made to the partner, representing [...] % of the maximum amount of the grant specified in Article 3.

Further pre-financing payments:

Pre-financing may be paid in several instalments. In that case, payment of each further instalment may not be made until at least 70% of the previous pre-financing payment has been used up [*include the following phrase if a financial guarantee is required*] [and shall be conditional on the partner producing a financial guarantee equivalent to the aggregate amount of pre-financing]³. Where the consumption of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing.

Every request for payment of a further pre-financing instalment must be accompanied by the documents specified in Article II.16.2 of the framework agreement and by a progress report on the implementation of the work programme [*include the following phrase if an audit certificate is required*] [as well as a external certificate on the partner's financial statements and underlying accounts for the period in question]⁴.

Within 45 days after the Commission receives the request for payment of a further instalment, together with the documents referred to in the previous sub-paragraph, a further pre-financing payment of EUR [...] shall be made to the partner, equivalent to [...] % of the maximum amount of the grant specified in Article 3.

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.16.4 of the framework

³ Depending on the aggregate amount of pre-financing, a financial guarantee may be required.

⁴ An audit of this kind may be required by the authorising officer in respect of any payment, depending on his assessment of the management risk. It is compulsory for interim payments and the payment of the balance in the case of grants of EUR 100 000 or more. The authorising officer may exempt from this obligation public bodies and international organisations within the meaning of the Implementing Rules, depending on his assessment of the management risks.

agreement [*include the following phrase if an external audit is required*] [and by a certificate on the partner's financial statements and underlying accounts for the period in question] [*or, in case of public bodies*] [and by a certificate produced by a competent and independent public officer on the partner's financial statements and underlying accounts for the period in question]⁴.

The Commission shall have 60 days to approve or reject the activity report or to request additional supporting documents or information under the procedure laid down in Article II.16.4. In that case, the partner 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.18 of the framework agreement shall be made to the partner 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.17.2 of the framework agreement.

ARTICLE 6 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The activity reports, financial statements and other documents referred to in Article 5 'Payment arrangements' must be submitted in three copies in English on the following dates:

- [*If further pre-financing payments are foreseen*]Progress report on the action's implementation and detailed statement of the costs incurred: at the request for further pre-financing payment and, at the latest, within 2 months following the date when the utilisation of pre-financing reaches the level specified in Article 5;
- Final activity report and financial statement: at the request for final payment and, at the latest, within 3 months following the closing date of the action specified in Article 2.

[*If an Annex III is attached*]The final activity report and an executive summary must be completed using the template contained in Annex III of this agreement. They must be submitted with the accompanying documents on paper and in electronic format as indicated in the template.

ARTICLE 7 – BANK ACCOUNT

Payments shall be made to the partner's bank account or sub-account denominated in euros, as indicated below:

Name of bank: [...]
Address of branch: [...]
Precise denomination of the account holder: [...]
Full account number (including bank codes): [...]
IBAN account code: [...]



This account or sub-account must identify the payments made by the Commission. 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 recovered by the Commission as specified in Article II.17.4 of the framework agreement.⁵

SIGNATURES

For the partner

[forename / surname]

.....

Done at,
(place, date)

In duplicate

For the Commission

[forename / surname]

.....

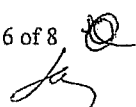
Done at Brussels,
(place, date)

⁵ This provision applies to all grant beneficiaries receiving pre-financing payment(s), apart from the exceptions allowed under Article 5a of the Financial Regulation and Article 3 of its Implementing Rules.



ANNEX I – WORK PROGRAMME

See attached document(s): ... page(s).

A handwritten signature in black ink, located at the bottom right of the page, next to the page number.

ANNEX II – ESTIMATED OPERATING BUDGET

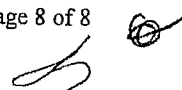
[...]

See attached document(s): ... page(s).

A handwritten signature in black ink, consisting of a stylized 'S' followed by a flourish.

**ANNEX III – ACTIVITY REPORTS AND FINANCIAL STATEMENTS TO BE
SUBMITTED**

See attached document(s): ... page(s).

Handwritten signature and a circular stamp.