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EUROPEAN COMMISSION
DIRECTORATE-GENERAL COMMUNICATION

Citizens & Institutions
The Director

Brussels, 23 June 2011
COMM.C.2/JO Ares(2011) 676599

Mrs Johanna Suurpää
Director
Ministry of Justice
Eteläesplanadi 10
00130 Helsinki
Finland

Dear Madam,

Subject : Agreement nr: **SI2.589345**

**(please quote in ALL correspondence : failure to do so may result in your
correspondence not being processed)**

Please find enclosed your copy of the agreement duly signed by the Commission.

Yours faithfully,

Ylva Tivéus

Enclosure: 1

Commission européenne, B-1000 Bruxelles / Europese Commissie, B-1000 Brussel - Belgium. Telephone: (32-2) 295 38 44.
Office: MADO 5/26. Telephone: direct line (32-2) 2966315.

<http://ec.europa.eu/dgs/communication>
E-mail: sophie.beernaerts@ec.europa.eu

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EUROPEAN COMMISSION
DIRECTORATE GENERAL COMMUNICATION

Directorate C - Citizens and Institutions
Citizens' Policy

OPERATING GRANT AGREEMENT

AGREEMENT NUMBER – SI2.589345

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 Ms Ylva Tiveus, Director, DG COMMUNICATION/C

of the one part,

and

Ministry of Justice
Eteläesplanadi 10
00130 HELSINKI
FINLAND

VAT number – Not applicable

(“the beneficiary”), represented for the purposes of signature of this agreement by Johanna Suurpää, Director

of the other part,

HAVE AGREED

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

- Annex I** Beneficiary's work programme
- Annex II** Beneficiary's operating budget
- Annex III** Activity reports and financial statements to be submitted

Which form an integral part of this agreement ("the agreement").

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

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

I - SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE OF THE GRANT

- I.1.1 The Commission has decided to award a grant, under the terms and conditions set out in the Special Conditions, the General Conditions and the Annexes to the agreement, which the beneficiary hereby declares that he has taken note of and accepts, for the work programme of the beneficiary, which corresponds to the activities and objectives specified by the beneficiary for the European year of Volunteering 2011 – National Coordinating Bodies and their National Work Programmes.
- I.1.2 The beneficiary accepts the grant and undertakes to do everything in his power to implement the work programme as described in Annex I, acting on his own responsibility.

ARTICLE I.2 - DURATION

- I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- I.2.2 The period of eligibility for Union funding shall be 16 months maximum, from 1/10/2010 to 31/01/2012.

ARTICLE I.3 - FINANCING THE WORK PROGRAMME

- I.3.1 The total costs eligible for Union funding are estimated at EUR 120.000, as shown in the beneficiary's estimated operating budget in Annex II. The estimated operating budget shall be in balance and shall show all the operating costs and receipts estimated by the beneficiary for the period in question, making a distinction between costs eligible for Union funding and those not eligible, in accordance with the definition of eligible costs in Article II.12
- I.3.2 The Commission shall contribute a maximum of EUR 80.000, equivalent to 66,66% of the estimated total eligible costs indicated in paragraph 1. The final amount of the grant shall be determined as specified in Article II.15, without prejudice to Article II.17.

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

- I.3.4 By way of derogation from Article II.11, the beneficiary may, when implementing the work programme, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect the implementation of the work programme and the transfer between headings does not exceed 20% of the amount of each heading of eligible costs as shown in the estimated budget, and without exceeding the total eligible costs indicated in paragraph 1. He shall inform the Commission in writing.

ARTICLE I.4 - PAYMENT ARRANGEMENTS

I.4.1 Pre-financing:

Within 45 days of the date when the last of the two parties signs the agreement and any guarantees, if required, are received, a pre-financing payment of EUR 56.000 shall be made to the beneficiary, representing 70% of the amount specified in Article I.3.2.

I.4.2 Payment of the balance

The request for payment of the balance shall be accompanied by the final activity report and the financial statement specified in Article II.13.4.

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

A payment representing the balance of the grant determined in accordance with Article II.15 shall be made to the beneficiary within 45 calendar days following approval by the Commission of the activity report accompanying the request for payment of the balance.

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

ARTICLE I.5 - SUBMISSION OF REPORTS AND OTHER DOCUMENTS

The provisions relating to the submission of the activity reports, financial statements and other documents referred to in Article I.4 are contained in Annex III.

The activity reports, financial statements and other documents referred to in Article I.4 must be submitted in 3 copies in English, French or German as follows:

- final activity report and financial statement: within 3 months following the end of the period of eligibility for Union funding specified in Article I.2.2.

ARTICLE I.6 - BANK ACCOUNT

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

Name of bank: Nordea Bank Finland PLC
Address of branch: 36, Aleksanterinkatu, Helsinki
Precise denomination of the account holder: Shared Services Center of State Government
Full account number (including bank codes): 16603000106529
IBAN or BIC account code: FI2316603000106529

This account or sub-account must be reserved exclusively for EU funds received for carrying out the work programme for which the grant is awarded. Moreover, if the funds paid to this account or sub-account 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 payments, be recovered by the Commission as specified in Article II.14.4.

ARTICLE I. 7 -GENERAL ADMINISTRATIVE PROVISIONS

1. Any communication addressed to the Commission in connection with this agreement, including correspondence, technical reports, requests for payment and other financial information shall be in writing, indicating the number of the agreement, and shall be addressed to:

European Commission
Directorate-General COMMUNICATION
Directorate C
Unit C2
Ms Sophie BEERNAERTS
MADO 5/26
B-1049 Brussels - Belgium
E-mail address: sophie.beernaerts@ec.europa.eu

2. Ordinary mail shall be considered to have been received by the Commission on the date on which it is formally registered by the Commission unit responsible referred to above. E-mail shall be considered as received on the date it is received. However, if the beneficiary receives a reply asking him to re-direct the e-mail, it shall not be considered as received until the correctly re-directed e-mail is received.
3. Any communication addressed to the beneficiary in connection with this agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following address:

Ms Karoliina Tikka
Finnish Youth Cooperation Allianssi
Coordinator
Asemapäällikönkatu 1
00520 HELSINKI, FINLAND”
E-mail address: karoliina.tikka@alli.fi , niklas.wilhelmsson@om.fi
4. Any change of address by the beneficiary shall be communicated in writing to the Commission.

ARTICLE I.8 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Union law applicable and, on a subsidiary basis, by the law of Belgium relating to grants.

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

ARTICLE I.9 – DATA PROTECTION

All personal data contained in the agreement 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 agreement by the Assistant to the Director-General of Directorate-General Communication, 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.

Beneficiaries may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the Assistant to the Director-General of Directorate-General Communication. Beneficiaries may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this grant agreement:

I.10.1. Exchange rate applicable for the conversion of currencies into euro

The beneficiary shall submit the payment requests in accordance with article I.4, including the underlying financial statements, in euro. By way of derogation from Article II.14.1, any conversion of actual costs into euro shall be made by the beneficiary at the monthly accounting rate established by the Commission (InforEuro)¹ and published on its website applicable on the day when the payment request, in accordance with Article I.4, is submitted.

I.10.2. Implementation contracts

Where the value of the procurement contract awarded in accordance with the provisions of Article II.7 of the General Conditions exceeds EUR 60,000, the beneficiary shall, in addition to the provisions laid down in Article II.7, abide by the rules on procurement contained in the Financial Regulation applicable to the general budget of the European Communities.

¹ <http://ec.europa.eu/budget/inforeuro/>

II -GENERAL CONDITIONS

PART A: LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 - LIABILITY

- II.1.1 The beneficiary shall have sole responsibility for complying with any legal obligations incumbent on him.
- II.1.2 The Commission shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused in the implementation of the work programme. Consequently, the Commission will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.1.3 Except in cases of *force majeure*, the beneficiary shall make good any damage sustained by the Commission as a result of the implementation or faulty implementation of the work programme.
- II.1.4 The beneficiary shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the work programme is being implemented.

ARTICLE II.2 - CONFLICT OF INTERESTS

- II.2.1 The beneficiary undertakes to take all the necessary measures to prevent any risk of conflict of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- II.2.2 Any situation constituting or likely to lead to a conflict of interests during the implementation of the agreement must be brought to the attention of the Commission, in writing, without delay. The beneficiary shall undertake to take whatever steps are necessary to rectify this situation at once.
- II.2.3 The Commission reserves the right to check that the measures taken are appropriate and may demand that the beneficiary take additional measures, if necessary, within a certain time.

ARTICLE II.3 - CONFIDENTIALITY

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

ARTICLE II.4 - PUBLICITY

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

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

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

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

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

ARTICLE II.5 - EVALUATION

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

ARTICLE II.6 - FORCE MAJEURE

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

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

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

ARTICLE II.7 - AWARD OF CONTRACTS

- II.7.1 If the beneficiary has to conclude contracts in order to implement the work programme and they involve eligible costs for the operating budget, he shall award the contract to the bid offering best value for money; in doing so, he shall take care to avoid any conflict of interests.
- II.7.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- (a) they may only cover the execution of a limited part of the work programme;
 - (b) recourse to the award of contracts must be justified having regard to the nature of the tasks covered by the work programme and what is necessary for its implementation;
 - (c) the tasks concerned must be set out in Annex I and the corresponding estimated costs must be set out in detail in the budget in Annex II;
 - (d) any recourse to the award of contracts while the work programme is being implemented shall be subject to prior written authorisation by the Commission;
 - (e) the beneficiary shall retain sole responsibility for implementing the work programme and for compliance with the provisions of the agreement. The beneficiary must undertake to make the necessary arrangements to ensure that the contractor waives all rights in respect of the Commission under the agreement;
 - (f) the beneficiary must undertake to ensure that the conditions applicable to him under Articles II.1, II.2, II.3, II.4, II.5, II.8 and II.17 of the agreement are also applicable to the contractor.

ARTICLE II.8 - ASSIGNMENT

- II.8.1 Claims against the Commission may not be transferred.
- II.8.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment of the agreement, or part thereof, and payments flowing from it to a third party, following a written request to that effect, giving reasons, from the beneficiary. 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.
- II.8.3 In no circumstances shall such an assignment release the beneficiary from his obligations to the Commission.

ARTICLE II.9 – TERMINATION OF THE AGREEMENT

II.9.1 Termination by the beneficiary

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

II.9.2 Termination by the Commission

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

- (a) in the event of a change to the beneficiary's legal, financial, technical, organisational or ownership situation that is liable to affect the agreement substantially or to call into question the decision to award the grant;
- (b) if the beneficiary fails to fulfil a substantial obligation incumbent on him under the terms of the agreement, including its annexes;
- (c) in the event of *force majeure*, notified in accordance with Article II.6;²
- (d) if the beneficiary is declared bankrupt, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct;
- (f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (h) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the grant;

² *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Commission's and/or the beneficiary's control which prevents either of them from fulfilling any of their obligations under this Grant 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* neither by the Commission nor by the beneficiary.

- (i) if the beneficiary has made false declarations, is guilty of misrepresentation or submits reports inconsistent with reality to obtain the grant provided for in the agreement.

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

II.9.3 Termination procedure

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

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

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

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

II.9.4 Effects of termination

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

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

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

By way of exception, in the event of improper termination by the beneficiary or termination by the Commission on the grounds set out in points (a), (e), (g), (h) or (i) above, the Commission may require the partial or total repayment of sums already paid under the

agreement on the basis of the activity reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the beneficiary to submit his observations.

ARTICLE II.10 - FINANCIAL PENALTIES

II.10.1 By virtue of the Financial Regulation applicable to the General Budget of the European Communities, any beneficiary declared to be in grave breach of his obligations under the agreement shall be liable to financial penalties of between 2% and 10% of the value of the grant in question, with due regard for the principle of proportionality.

II.10.2 This rate may be increased to between 4% and 20 % in the event of a repeated breach in the five years following the establishment of the first.

II.10.3 The beneficiary shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.11 - SUPPLEMENTARY AGREEMENTS

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

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

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

PART B - FINANCIAL PROVISIONS

ARTICLE II.12 - ELIGIBLE COSTS

II.12.1 Eligible costs of the work programme are costs actually incurred by the beneficiary, which meet the following criteria:

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

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

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

- the cost of staff, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the beneficiary's usual policy on remuneration;

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

- travel and subsistence allowances for staff, provided that they are in line with the beneficiary's usual practices on travel costs or do not exceed the scales approved annually by the Commission;
- the purchase cost of equipment (new or second-hand), provided that it is written off in accordance with the tax and accounting rules applicable to the beneficiary and generally accepted for items of the same kind. Only the portion of the equipment's depreciation corresponding to the period of eligibility for Union funding covered by the agreement may be taken into account by the Commission,

except where the nature and/or the context of its use justifies different treatment by the Commission;

- costs of consumables and supplies;
- costs entailed by other contracts awarded by the beneficiary for the purposes of implementing the work programme, provided that the conditions laid down in Article II.7 are met;
- costs arising directly from requirements imposed by the agreement (in particular, audit costs), including the costs of any financial services (especially the cost of financial guarantees);
- overheads.

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

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

II.12.4 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, if considered necessary or appropriate, that the co-financing of the work programme referred to in Article I.3.2 should be made up entirely or in part of contributions in kind. In this case, the value calculated for such contributions must not exceed:

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

Contributions involving buildings shall not be covered by this possibility.

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

ARTICLE II.13 - REQUESTS FOR PAYMENT

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

II.13.1 Pre-financing

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

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

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

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

II.13.2 Further pre-financing payments

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

- a detailed statement of the eligible costs actually incurred;
- where required by the above-mentioned provisions of Article I.4, a financial guarantee in accordance with paragraph 1;
- where required by the above-mentioned provisions of Article I.4, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. The purpose of the audit is to certify that the financial documents submitted to the Commission by the beneficiary comply with the financial provisions of the agreement, that the costs declared are the actual costs, and that all receipts have been declared.
- any other documents in support of his request that may be required by the Special Conditions in support of the request for further pre-financing payments.

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

II.13.3 Interim payments

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

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

- an interim report on implementation of the work programme;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- where required by the provisions of Article I.4 on interim payment, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved

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

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

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

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

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

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

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

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

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.9.2 (b).

II.13.4 Payment of the balance

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

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

- a final report on implementation of the work programme;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget;
- a full summary statement of the receipts and expenditure in the beneficiary's accounts for the period of eligibility covered by the agreement;
- where required by the provisions of Article I.4 on payment of the balance, a certificate on the beneficiary's financial statements and underlying accounts, produced by an approved auditor or, in case of public bodies, by a competent and independent public officer. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiary in the financial statements on which the request of payment is based are real, accurately recorded and eligible and that all receipts have been declared, in accordance with the agreement.

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

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

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

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

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

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

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

Where a report is rejected and a new report requested, the approval procedure described in this article shall apply.

In the event of renewed rejection, the Commission reserves the right to terminate the agreement by invoking Article II.9.2 (b).

ARTICLE II.14 -GENERAL PROVISIONS ON PAYMENTS

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

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

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

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

The Commission may also suspend its payments:

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

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

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

II.14.3 On expiry of the period for payment specified in Article I.4, and without prejudice to paragraph 2 of this Article, the beneficiary is entitled to interest on the late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union.

This provision shall not apply to recipients of a grant which are public authorities of the Member States of the Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the purposes of determining the final grant within the meaning of Article II.15.4. The suspension of payment by the Commission may not be considered as late payment.

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

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

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

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

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

- II.14.5 The beneficiary shall have two months from the date of notification by the Commission of the final amount of the grant determining the amount of the payment of the balance or the recovery order in application of Article II.15 or, failing that, of the date on which the payment of the balance was received, to request information in writing on the determination of the final grant, giving reasons for any disagreement. After this time such requests will no longer be considered. The Commission undertakes to reply in writing within two months following the date on which the request for information is received, giving reasons for its reply.

This procedure is without prejudice to the beneficiary's right to appeal against the Commission's decision pursuant to Article I.8. Under the terms of Union law in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.15 - DETERMINING THE FINAL GRANT

- II.15.1 Without prejudice to information obtained subsequently pursuant to Article II.17, the Commission shall adopt the amount of the final payment to be granted to the

beneficiary on the basis of the documents referred to in Article II.13.4 which it has approved.

- II.15.2 The total amount paid to the beneficiary by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.3.2, even if the total actual eligible costs exceed the estimated total eligible costs specified in Article I.3.1.
- II.15.3 If the actual eligible costs at the end of the period of eligibility are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article I.3.2 to the actual eligible costs approved by the Commission.
- II.15.4 The beneficiary hereby agrees that the grant shall be limited to the amount necessary to balance the receipts and expenditure in the operating budget which allows the work programme to be implemented and that it may not in any circumstances produce a profit for him.

Profit shall mean any surplus of the beneficiary's total actual operating receipts over his total actual operating costs. The actual receipts to be taken into account shall be those which have been established, generated or confirmed on the date on which the request for payment of the balance is drawn up by the beneficiary for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only operating costs shown in the beneficiary's financial statements and falling within the categories set out in the estimated budget referred to in Article I.3.1 and contained in Annex II shall be taken into account; non-eligible costs shall always be covered by non-Union resources.

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

- II.15.5 Without prejudice to the right to terminate the agreement under Article II.9, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.10, if the approved work programme is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the work programme on the terms laid down in this agreement.
- II.15.6 On the basis of the amount of the final payment determined in this way and of the aggregate amount of the payments already made under the terms of the agreement, the Commission shall set the amount of the payment of the balance as being the amount still owing to the beneficiary. Where the aggregate amount of the payments already made exceeds the amount of the final grant, the Commission shall issue a recovery order for the surplus.

ARTICLE II.16 - RECOVERY

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

II.16.2 If the beneficiary fails to pay by the date set by the Commission, the sum due shall bear interest at the rate indicated in Article II.14.3. Interest on late payment shall cover the period between the date set for payment, exclusive, and the date when the Commission receives full payment of the amount owed, inclusive.

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

II.16.3 If payment has not been made by the due date, sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, after informing him accordingly by registered letter with acknowledgement of receipt or equivalent, or by calling in the financial guarantee provided in accordance with Article II.13.1. In exceptional circumstances, justified by the necessity to safeguard the financial interests of the Union, the Commission may recover by offsetting before the due date of the payment. The beneficiary's prior consent shall not be required.

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

II.16.5 The beneficiary understands that, under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.17 - CHECKS AND AUDITS

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

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

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

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

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

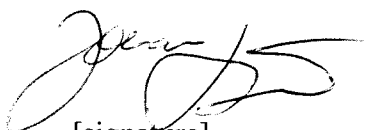
interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.

II.17.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the beneficiary

Johanna Suurpää
Director



[signature]

Done at [place], [date]
17-06-2011
In duplicate in English.

For the Commission

Ylva TIVEUS
Director
DG COMM/C



[signature]

Done at Brussels, [date]
21/6 2011

ANNEX I

BENEFICIARY'S WORK PROGRAMME

28

STANDARD GRANT APPLICATION FORM

PROGRAMME CONCERNED:

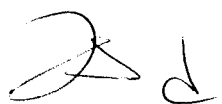
EUROPEAN YEAR OF VOLUNTEERING 2011 – NATIONAL COORDINATING BODIES AND THEIR NATIONAL WORK PROGRAMMES

Before filling in this form, please read carefully guidelines for the the national work programmes for the European Year of Volunteering 2011.

Incomplete forms will not be accepted.

Any modification to the data given below must be justified and notified to the European Commission, before the grant agreement is signed at the following address:

Sophie BEERNAERTS
European Commission
DG Communication, Unit C2
Task Force EYV 2011
MADO 5/26,
B-1049 Brussels
Belgium



1. INFORMATION ON THE APPLICANT

1.1 IDENTITY OF THE APPLICANT¹

Official name in full: Ministry of Justice

Short name or acronym: OM

Official legal form:² Ministry

Legal capacity:³ Government

VAT Number⁴ Ministry does not pay VATs

Applicant's official address:

- Street: P.O.Box
- Number: 25
- Post code: 00023
- City: Government
- Country: Finland
- Telephone: +358-9-16003
- Fax: +358-9-1606 7730
- E-mail address: oikeusministerio@om.fi
- Internet site: www.om.fi

¹ The information given here must be taken from official documents such as the trade register, memorandum and articles of association or equivalent documents in the case of private-sector organisations or an identity card, passport or equivalent document in the case of natural persons.

² Not applicable if the beneficiary is a natural person.

³ Applicant's capacity to take part in court proceedings (to constitute a party in court proceedings) under the applicable national legislation: reply by yes or no. Please note that a lack of legal capacity does not constitute grounds for rejecting a grant application. For entities with no legal status under national law (Article 114(2)(a) of the Financial Regulations), please indicate the representative empowered to take part in court proceedings on their behalf.

⁴ If the applicant is not liable for VAT, this must be justified in the light of the applicable national legislation.

Contact person responsible for this proposal:

- Name: Niklas Wilhelmsson
- Position: Senior Planning Officer
- Telephone: +358 9 1606 7966 Fax : -
- E-mail address: niklas.wilhelmsson@om.fi

1.2 BANK DETAILS⁵

The account to be used for the work programme for which a grant is being requested must allow payments made by the Commission to be identified .

- Name of the bank: Nordea Bank PLC Finland
- Address of branch: Aleksanterinkatu 36, Helsinki
- Precise name of the account holder: Shared Services Center of State Government
- Full account number (including bank codes): 166030-00106529
- IBAN (or BIC code if not applicable): FI2316603000106529

NB: Please fill in the LEF/BAF forms applicable to your country. LEF/BAF is the system allowing the European Commission to identify all EU funds beneficiaries.

The forms are available on the following website:

http://www.cc.cec/budg/imp/contractors/imp-100-010_index_en.html

and:

http://ec.europa/budget/info_contracts/ftiers_en.htm

⁵

In order to ensure a direct link is possible, the official name in full, as indicated in point 1.1 above, should be carried over to the grant agreement/decision and used in the Legal Entity Forms (LEFs). For ease of reference, a sub-reference may be included in order to distinguish between different actions carried out by the same beneficiary.

1.3 APPLICANT'S ACTIVITIES AND OBJECTIVES

- Date on which applicant was founded (if applicable): not applicable
- Objectives specified in the applicant's articles of association (if applicable): not applicable

Applicant's current main activities:

1.4 APPLICANT'S STRUCTURE AND COMPOSITION

- Give the name(s) of the person(s) authorised to enter into legally binding commitments on behalf of the applicant;
 - Name / first name: Suurpää / Johanna
 - Position: Director of Democracy and Language Affairs Unit

1.5 OTHER EU FUNDING

1.5.1 EU grants, procurement contracts or loans obtained directly or indirectly during the last two years from a European institution or agency.

For each grant, contract or loan please specify:

(repeat as many times as necessary)

- The EU programme concerned (if applicable): Fundamental rights and citizenship 2007-2013
- Title of the operation: Exchanging good citizen participation practices for the promotion of an active citizenship in the European Union (EPACE)
- The EU institution which took the award decision: DG Justice, freedom and security
- The year of the award and the duration of the operation: 1 February 2009 July 2010
- The value of the grant, contract or loan: 292 996eur

1.5.2 Grant/loan applications or offers of services submitted (or due to be submitted) to European institutions in the current year:

For each grant, contract or loan please specify:

(repeat as many times as necessary)

- The EU programme concerned (if applicable): -
- Title of the operation: -
- The EU institution which will take the award decision: -
- The planned duration of the operation: -
- The estimated value of the grant, contract or loan: -

NB: The applicant is required to inform without delay the Commission department to which this application is submitted of any application for funding made to other Commission departments or EU institutions or any funding approved by them AFTER submission of this grant application.

2. INFORMATION ON THE NATIONAL WORK PROGRAMME FOR WHICH THE GRANT IS REQUESTED

2.1. DESCRIPTION OF THE NATIONAL WORK PROGRAMME

2.1.1. National context: challenges and possibilities

2.1.1.1. The national challenges and the national strategy for volunteering

There are a number of challenges, which affect volunteering in Finland. Many of them are similar to the challenges in other European countries.

Attracting volunteers

Some voluntary organisations are finding it increasingly difficult to attract individuals to take part in volunteering especially on a long-term basis. There is a challenge to develop effective volunteer recruitment and retention strategies. A key challenge linked to the difficulty of attracting volunteers is how to advertise volunteering opportunities better. There is also evidence to suggest that there is an increasing need for highly skilled and highly experienced individuals to participate in voluntary activities.

Change in public perceptions

Although the level of involvement in volunteering has remained stable over the years in Finland and shows no signs decreasing, there have been changes in peoples' patterns of involvement in voluntary activities. Many Finnish people, in particular young people, now prefer to determine their own level of involvement. They speak more openly about what they want to achieve with their voluntary engagement and volunteers also switch more easily from one voluntary organisation to another. They are also more interested in project based voluntary efforts rather than, for example, in administrative duties. For these reasons voluntary organisations are required to 'innovate' in terms of providing new and different types of voluntary engagement opportunities.

Coordination of voluntary activities

Many volunteers have also raised the issue of a lack of leadership/coordination within voluntary activities. Many volunteers have indicated that they would like to see a specific person designated in their voluntary organisation who is responsible for organising and coordinating their voluntary roles and activities. This would also help to ensure that volunteers are thanked and recognised better for the work they are doing from their goodwill.

Funding issues

The loss of control by the Finnish government over the gaming market is seen as the greatest threat for the voluntary movement in the country. The sustainability of the current funding regime is one of the key strengths of the sector (funding that is based on lottery proceeds). In addition, the rapid increase in the number voluntary organisations has meant that there is more competition amongst the different actors for funding. It has also been highlighted that too many voluntary organisations rely on project based funding. This prevents some organisations from engaging in long-term planning.

Shortage of detailed research on volunteering in Finland

More research is needed on volunteering in Finland. To date, little has been carried out given the significance of volunteering in the country as a whole.

Volunteering is seen to be at the policy agenda. Overall, the significance of volunteering to many different sectors is recognised by different stakeholders. However, there is neither quantitative targets in relation to volunteering in Finland nor a legal definition of volunteering. There is a no specific national strategy for volunteering but many different policy papers and programs give guidelines related to the volunteering.

In 2007 the Finnish government set up a new committee to enhance cooperation between the civil society and the public administration (The Finnish NCB of EYV2011: Advisory Board on Civil Society Policy KANE). Its legal foundation, including its aims and tasks, are seen as a key strategic document in Finland for the development of volunteering in the country. KANE has several qualitative targets in relation to volunteering. These include clarifying problems related to taxation of non-profit organisations; clarifying issues around public procurement and service delivery by non-profit organisations, as well as the impact of public procurement rules on voluntary organisations, volunteers and disadvantaged groups; clearer analysis of the Finnish civil society and the needs and challenges faced by the voluntary organisations; and clarifying the financial situation of non-profit organisations.

For more information, see "Study on Volunteering in the European Union, Country Report Finland."

2.1.1.2. The administrative structure in place

There is no one public organisation that regulates the voluntary movement in Finland; a number of government bodies support volunteering as part of their wider responsibilities, and mainly by funding third sector organisations.

These public bodies include for example:

- ✓ Ministry of Education and Culture (voluntary activities related to youth, culture and sport sectors);
- ✓ Ministry of Justice (regulations, KANE);
- ✓ Ministry of Social Affairs and Health (volunteering in social and health sectors);

Municipalities offer facilities for the use of voluntary organizations and finance them. Municipalities are also becoming increasingly important partners for many voluntary organisations who provide services for them.

Voluntary work in the country has been characterized by a focus on membership. In fact, around 75%-80% of the Finnish population are members of voluntary organisation(s) in their lifetime, and many individuals hold memberships to several different organizations over the course of their lifetime. A significant part of voluntary work has been performed within the framework of an organisation.

Most organizations that promote volunteering are sectoral organizations that carry out promotional and developmental work related to volunteering among their other activities. Only a small number of organizations focus on the development of volunteering alone.

2.1.2. Consultation of stakeholders and involvement of relevant actors within civil society

2.1.2.1. Stakeholders consulted

The Finnish civil society is widely taking part in the implementation of the theme year. The national coordinating body in Finland is the Advisory Board on Civil Society Policy KANE and the implementation of the theme year is done in cooperation with the Finnish Youth Co-Operation – Allianssi.

The national coordinating body, KANE, represents a high number of Finnish organisations in the field of volunteering. The operations of the Board are currently chaired by the Finnish Federation for Social Welfare and Health and Finnish Youth Co-Operation - Allianssi. Other members of the Board are: representatives

from the Ministry of Foreign Affairs, the Ministry of Justice, the Ministry of Education and Culture, the Ministry of Interior, the Ministry of Social Affairs and Health, the Ministry of Finance, the Ministry of Environment, the National Board of Patents and Registrations of Finland, the Tax Administration, representatives from a number of nonprofit organisations and representative organisations for the Finnish civil society in the different fields, as well as researchers, academics, experts and social partners. Via the members of KANE (many of them are umbrella organizations) hundreds of Finnish nonprofit organisations are represented and involved in the planning of the EYV2011.

The Finnish Youth Cooperation - Allianssi is a key player in the youth sector and works with voluntary youth organizations to promote and facilitate volunteering in the youth sector. Finnish Youth Co-Operation - Allianssi has over one hundred member organisations.

Coordination of EYV2011 in Finland has negotiated and planned the Year together with the following organisations, just to name some:

- Citizen Forum **KansalaisAreena** is a service, development and information centre for voluntary actors in Finland.
- The **Members of Parliaments** have opened a support group on volunteering.
- The **Finnish Federation for Social Welfare and Health** is a federation in social and health care fields.
- The Evangelic-Lutheran **church** is an important player in Finnish society, both as a civil activity forum and an organiser of services, including voluntary activities.
- The **Finnish Sport Federation** is the umbrella organization that provides support for all its 125 member organizations (national and regional sport organizations)
- The **Service Centre for Development Cooperation** is an umbrella organization for Finnish NGOs involved in development co-operation or other global issues.
- **The Centre for International Mobility CIMO** administers scholarship and exchange programmes and is responsible for implementing nearly all EU education, training, culture and youth programmes at national level.
- **European Capital of Culture, Turku -project**
- The theme year will be implemented in close cooperation **with the Finnish representative office of the European Commission**. There is a representative of the Office in the project group of the EYV2011 in Finland. NCB and Representative Office will work in a close cooperation both in the communication and organising events.

2.1.2.2. The consultation process, its outcome and follow-up

The planning of the EYV2011 has been an open process. There have been many participation possibilities for different sectors of civil society and actors related to the volunteering.

Advisory Board on Civil Society Policy KANE and its working group on participation have discussed about EYV2011 in their meetings. KANE has defined the goals of the theme year and the main lines of the schedule of activities. KANE's executive committee approved the national work program for the theme year. KANE's working group on participation is a project group for the year.

There have been two open discussion and consultation events organised in Helsinki in June and in Turku in September. In addition, there was one for youth organisations, organised by Allianssi.

There have been a number of presentations on EYV2011 in different events and possibilities to hear and discuss about the topic. In addition, national coordination have had several bilater discussions with different actors in the field.

NCB has a mailing list/regular newsletter to inform about plans, topical matters and participation opportunities related to EYV2011.

National goals and work program are based on the ideas come up in these meetings and discussions.

The Advisory Board on the Civil Society Policy KANE follows and directs the progress of the theme year. A review about the theme year will occur during each meeting of the advisory board. Interactive web page and the mailing list will offer everyone an opportunity to follow the planning and implementation of EYV2011 and influence it.

2.1.3. National priorities for the EYV 2011

The goal of the year is to bring forth the meaning of the volunteer activities and strengthen their activity prerequisites, increase the appreciation of the volunteer activities and encourage new volunteers to participate in the activities. In addition, during the year we want to thank the volunteers for the volunteering work they have performed. The theme year covers both the varied voluntary activities performed in the organizations sector and the self-motivated voluntary activities originating from individuals. The voluntary activities appear during the year as varied and purposeful activity that increase well-being and is based on the cooperation of equal people. The year is, first of all, a communicational project.

The objectives of the year in Finland are:

- *Strengthening the prerequisites, removing the burdens and increasing the appreciation of the voluntary and organizational activities (the target groups are especially the decision makers and the government).*

The societal significance of the volunteer activities and strengthening of its prerequisites will actively be brought forth. In this regard, particularly the parliamentary election organized in spring 2011 will be taken into account.

- *Strengthening the attractiveness of the voluntary and organizational activities; increasing the amount of volunteers and voluntary activities (the target group is particularly the general public)*

New people will be inspired to take part in the voluntary activities by bringing forth the varied activity opportunities, by offering information on voluntary activities, and telling them about the voluntary activities in a fresh and positive way.

- *Thanking the volunteers; the volunteers themselves will be conscious of the value of the voluntary activities (the target groups are particularly organizations and volunteers)*

The value of the voluntary activities will be made even more apparent for its participants, and the volunteers' feeling of being a part of a larger community will be strengthened. The organizations and the other parties that make the voluntary activities possible will be provided tools to thank the volunteers.

- *Emphasizing the voluntary activities as a way to learn; increasing the appreciation of the things learnt in the voluntary activities (the target groups are particularly the working places and the educational institutions)*

The meaning of the voluntary activities as a channel for life-long learning will be highlighted. The significance of the identification and acknowledgement of the things learnt in the voluntary activities for the studies and working life will be emphasized. The cooperation with educational institutions will be developed and the voluntary activities as a learning environment will be brought forth.

The year will promote the voluntary activities and especially the following aspects:

- the societal significance. The voluntary activities are socially significant in the regard of both promoting well-being and democracy, and economically.
- active citizenship, participation and possibility to influence issues. The voluntary activities offer people of different ages the possibility to influence issues, prevent marginalization and support the participation in the society.
- sense of community. The voluntary activities strengthen the sense of community, promote social responsibility and makes it possible for people with different backgrounds to meet each other.
- learning. The voluntary activities support the personal growth of individuals and train the skills required in working life and elsewhere in the society.
- bi-directionality of the activities and equality. The voluntary activities are based on the meeting of equal people and are bi-directional.
- well-being and joy. The voluntary activities are agreeable, give a possibility for self-actualization and increase the well-being of individuals.

The purposes will be concretized as slogans and also as messages relating to the significance and prerequisites of the volunteer activities so that bodies in the organization and volunteering sectors can use them in their own activities and communication. This enables to communicate a consistent message through different channels.

2.1.4. Best practices

2.1.4.1. Process of identifying best practices and 2.1.4.2. Valorisation of best practices

During the year good practices will be noted and distributed. This will happen via interactive webpage where people can add their best practices and ideas. Also couple of workshops will be organised to support the change of best practises. Results of these workshops will be reported on the webpage. Many of the events during the year will offer a platform for identifying and changing the best practises.

2.1.5. Communication

2.1.5.1. Activities of the EYV 2011

The national activities are divided into events, communication and supporting of the local activities.

Events:

- Voluntary activities jubilee seminar, 3.12.2010, Helsinki. The voluntary activities jubilee seminar works as a springboard to the theme year. The seminar will be arranged together with Allianssi/coordination for the theme year, SLU (Finnish Sports Federation), STKL (Finnish Federation for Social Welfare and Health) and Kansalaisareena (Citizen Forum).
- Challenge event, February 2011, Helsinki. The event opens the challenge campaign (A day as a Volunteer) for the theme year and introduces the theme year to the general public. The volunteer activities day organized by the Parliament's support group for the volunteer activities, directed to the members of Parliament, will be linked to this with the regard of communication.
- A day as a Volunteer. The day organized in different locations across Finland will offer the possibility to familiarize people with the volunteer activities easily. Working places and schools will be searched as the partners for the A day as Volunteer events.
- KANE's seminar on the prerequisites for the volunteer and organizational activities, spring 2011, Helsinki. This seminar is about developing the prerequisites for the volunteer and organizational activities and it relates to the general elections and the government program objectives of the advisory committee.
- World Village Festival, 28. – 29.5.2011, Helsinki. The theme year will appear in the event as a part of the stand of the Finnish Representative Office to the European Commission and will organize a stage program related to volunteering. Volunteering is the main theme of the event this year. Similar smaller events will be organized around Finland during the spring and volunteering is also main theme of these events.
- SuomiAreena, 12.7.2011, Pori. KANE and Allianssi/coordination for the theme year will organize an event about the future of the volunteer activities in the SuomiAreena. In association with the same event, Kansalaisareena (Citizen Forum) and the local volunteers will organize a festive occasion for volunteers.
- The main festive occasion of the theme year is the event complex that will be organized in September 2011:
 - The tour of the Commission, 14.–22.9., Helsinki. During the tour the possibilities of the voluntary activities and an organized program for different target groups will be presented in the rooms of the tour.
 - International democracy day, 15.9., Helsinki. The subject of the Civil society forum that will be organized for the democracy day is volunteer activities and its significance for the promotion of democracy. Volunteer activities are celebrated during the event and possibly Finland's first democracy award will be granted.
- Voluntary activities jubilee seminar, December 2011, Helsinki. The voluntary activities jubilee seminar will terminate the theme year.

In addition, organizational and volunteering bodies will be encouraged to link the theme year and its messages to their own events and organize the events related to volunteering during the year.

Communication

- The central strategy during the theme year is to support the communication of the organizations and the volunteering bodies. The purpose is to gain visibility for the shared messages and voluntary activities by using the existing communication channels of the organizations. Subject ideas, announcements and the base materials for communication will be provided.
- Different volunteering bodies and their stories and the significance of the volunteer activities for individuals will be introduced through different communication channels.
- The national Internet pages will be opened for the theme year in December 2010. The Internet pages will inform about the theme year, support the challenge campaign, present the different forms of volunteering activities (example stories, information) and introduce the ongoing activities in different locations across Finland.
- The coordination provides ideas and prepared materials to organizations and other bodies that make the volunteer activities possible to thank the volunteers.
- During the theme year a media campaign will be carried out and the purpose is particularly to increase the awareness of the different forms of volunteer activities and to attract new people to join the activities. The social media will be used in the campaign.
- During the theme year a challenge campaign will be carried out where the volunteering bodies have a possibility to ask new bodies to take part in the volunteer activities.
- Voluntary activities will be actively introduced to the mass media. In addition to national media, the local media will be contacted to introduce the local activities.
- In addition to the ambassadors selected for Europe, the national ambassadors for the theme year will be selected also for Finland. Among the ambassadors will be both celebrities and ordinary people. The ambassadors will represent the volunteer activities sectors, age groups and different backgrounds. The minority groups are also remembered in selections.
- The best practices of the volunteer activities carried out in the EU countries and participant examples to introduce the international and European dimension of the volunteer activities are presented.
- The research-based information concerning volunteer activities will be introduced.
- Topical matters and participant opportunities will be explained in the Voluntary Activities 2011 mailing list.

The support of the local activities

- An activities selection about the ways to participate in the theme year will be provided. Ideas based on communication and activities will be provided from which at least a part may also be used after the year.
- The local volunteer activities across Finland will be introduced in communication.
- Good practices will be noted and distributed.

2.1.5.2. Indicative timetable for the activities

Please see the chapter 2.1.5.1.

2.1.5.3. Expected results and impact

New people had the possibility to familiarize themselves with the volunteer activities in the events organized in the context of A day as a Volunteer –campaign or otherwise.

The appreciation of the voluntary and organizational activities has increased and prerequisites have strengthened.

The value of the voluntary activities have been made even more apparent for its participants, and the volunteers' feeling of being a part of a larger community has strengthened.

The meaning of the voluntary activities as a channel for life-long learning has been highlighted. The significance of the identification and acknowledgement of the things learnt in the voluntary activities for the studies and working life has been emphasized. The cooperation with educational institutions has developed.

2.1.6. After 2011

2.1.6.1. Expected results and long-term impact (as far as possible, the results must be measurable)

The number of volunteers has increased.

The EYV2011 has given more visibility for the existing information about volunteering opportunities (like already existing web pages and portals where places for volunteering are offered).

Cooperation between different sectors of volunteering has strengthened.

The cooperation with educational institutions has developed and there are good examples of the cooperation between the educational institutions, work places and volunteering organisations around the country.

2.1.6.2. Follow-up measures (if already envisaged)

The possibility to follow up whether the persons that tried the volunteer activities during the year will take part in the activities permanently or not will be examined.

2.1.7. Monitoring and reporting

2.1.7.1. Monitoring

The Advisory Board on the Civil Society Policy KANE follows and directs the progress of the theme year. A review about the theme year will occur during each meeting of the advisory board. In addition, the working group on participation will assess the success of the theme year in the middle of the year and reports the results and the possible development measures to the advisory board.

All the events and measures related to the theme year will be asked to inform the national coordination.

For that an easy-to-use form on the Internet pages will be created. The visibility of the theme year in the mass media will be followed systematically.

2.1.7.2. Evaluation mechanisms

After the year is ended, the Advisory Board on the Civil Society Policy KANE will assess the success of the year. The theme year will be assessed in the light of the following indicators, at minimum:

- How many people had the possibility to familiarize themselves with the volunteer activities in the events organized in the A day as a Volunteer or otherwise
- The visibility of the theme in the mass media
- The frequency of use of the provided material (e.g. visitors on the Internet pages)
- The visibility of the different forms of volunteer activities (activities sectors, durability, and so on) varied during the year
- The visibility of the volunteers (activities sector, sex, age, special groups, and so on) varied during the year
- The strengthening of the networks around the volunteer activities and increasing of the cooperation between different sectors
- The possibility to present and change the best practices of different bodies
- The possibility to follow up whether the persons that tried the volunteer activities will take part in the activities permanently or not will be examined.

2.2. IMPLEMENTATION OF THE NATIONAL WORK PROGRAMME

2.2.1. Applicant's operational capability (and, if appropriate, that of any third parties or subcontractors involved) to complete the proposed work programme:

Please see 2.2.2.

2.2.2. Financial viability of the applicant and of any third parties involved throughout the period during which the planned work programme is to be carried out.

This section must show that the applicant has stable and sufficient sources of funding to continue operating throughout the year for which the grant is awarded and to participate in its funding.

Permanent staff (number of posts):

Alliassi: 24 permanent staff members; 6 temporary staff members.

Any guarantees granted by third parties:

Any other factors demonstrating financial viability:

Allianssi: Yearly budget 3 000 000 euros, 70 % state funding

2.2.3. Any risks or uncertainties about implementation:

2.3 DURATION AND SUMMARY TIMETABLE FOR CARRYING OUT THE WORK PROGRAMME

The period during which the work programme is carried out determines the period of eligibility of the corresponding costs:

Applicants are informed that, under the financial legislation applicable to the general budget of the European Union, no grant may be awarded retrospectively for actions already completed, and that in the exceptional cases accepted by the Commission where applicants can demonstrate the need to start the work programme before the agreement is signed or the decision notified, expenditure eligible for financing may not have been incurred before the grant application was lodged or before the start of the beneficiary's budgetary year in the case of an operating grant.

Applicants are here requested to indicate and justify:

- the dates of their budgetary year:

Normally 1.1.-31.12. but for the Work Program EYV2011 please see below.

the timetable for carrying out each stage of the work programme showing the main key dates and the objectives/expected results for each stage:

Key dates of the schedule:

- Preparation of the Year started in May 2010
- Production of promotional materials and Internet pages will start in October 2010
- Launching event on 3 December 2010
- Final event in the beginning of December 2011

For more information please see 2.1.5.1.

2.4 INVOLVEMENT OF THIRD PARTIES IN THE WORK PROGRAMME

Please give the reasons for contracting out implementation work. Contracts must be awarded to the tender offering best value for money, that is to say, to the tender offering the best price-quality ratio, care being taken to avoid any conflict of interest. The information below must be given for each contract covering a heading or sub-heading of the costs of the work programme concerned. (Repeat as many times as necessary and add further sheets if necessary).

Finnish Youth Co-Operation Allianssi

- **Tasks involved:**

Coordinator of the EYV2011 works in Allianssi. Allianssi will organize – in a close cooperation with the Ministry of Justice/KANE - most of the events of the Year, and will take the main responsibility of the communication.

- **Reasons for contracting out implementation work; selection procedure:**

Allianssi is an umbrella organisation for Finnish youth organisations. It is one of the main NGO's in Finland. It has over one hundred member organisations. In Finland the public administration wanted to give civil society strong role in the implementation of EYV2011. Allianssi is one of the key organisations in KANE.

The Ministry of Education and Culture will pay the national co-funding. Allianssi gets regular funding from the Ministry of Education and Culture. National co-funding was possible to arrange on the base of this cooperation between the Ministry of Education and Culture and Allianssi.

- **Contractor's official name (if known):**

Finnish Youth Cooperation Allianssi
Asemapäällikönkatu 1
FI-00520 HELSINKI

E-mail address: karoliina.tikka@alli.fi

2.4 GRANT APPLIED FOR (give amounts in euros)

- Estimated total cost of the work programme:162 000.....€
- Amount of grant requested (EUR):80 000.....€
- As a percentage of proposed eligible costs:49, ~~38~~ %

3. BUDGET SUMMARY

Please use the form in Annex 1

4. OTHER SOURCES OF EXTERNAL FINANCE, EXCLUDING ANY EU GRANT

The data below are to be provided for each external sponsor of the work programme.

4.1 FUNDS CONFIRMED

Important: A letter committing the financial contribution must be signed by each sponsor.

(Add further sheets if necessary.)

- Official name in full: Ministry of Education and Culture
- Official legal form: Government/Ministry
- Official address: P.O.Box 29, 00023 Government, Finland
- Activities:
- Person responsible within the sponsoring organisation that has signed the commitment letter (name/first name, title or position):
 - Kaivosoja/Riitta, Director General
 - Aaltonen/Kimmo, Counsellor for Cultural Affairs
 - Anttila/Rauno, director
 - Polvinen/Minna, Counsellor for Cultural Affairs
- Amount of funding which the organisation undertakes to provide for the operation: 20 000 (2010)
- Any pre-allocation of these funds: 20 000

Any conditions or reservations:

4.2. OTHER FUNDS REQUESTED, BEING APPLIED FOR OR AWAITING CONFIRMATION

- **Organisation concerned:** Ministry of Education and Culture
- **Official address:**
 - P.O. Box 29
 - FI - 00023 GOVERNMENT
- **Activities:**
- **Amount requested:** 60 000
- **Any pre-allocation of these funds:** -

Any conditions or reservations: 60 000 will be confirmed only in the beginning of year 2011.



5. DECLARATION BY THE APPLICANT

I, the undersigned, Director Johanna Suurpää, authorised to represent the applicant, hereby request from the Commission a grant of EUR 80 000 with a view to implementing the work programme on the terms laid down in this application.

I certify that the information contained in this application is correct and that the applicant has not received or applied for any other EU funding to carry out the work programme which is the subject of this grant application.

I certify on my honour that the applicant is not in one of the situations which would exclude it from receiving EU grants and accordingly declare that the applicant:

- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors or suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
- is not guilty of grave professional misconduct proven by any means which the authorising officer responsible can justify;
- has fulfilled all its obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which it is established and with those of the country of the authorising officer responsible and those of the country where the action / work programme is to be implemented;
- has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- is not currently subject to an administrative penalty for having been found guilty of serious misrepresentation in supplying the information required by the authorising officer's department, or for failing to supply such information, or for having been declared to be in serious breach of contract for failure to comply with its contractual obligations subsequent to a procurement procedure or another grant award procedure financed by the EU budget;
- is not subject to a conflict of interest;
- is not guilty of misrepresentation in supplying the information required by the authorising officer's department or of failing to supply this information.

I have been informed that, under the Financial Regulation of 25 June 2002 applicable to the general budget of the European Communities,⁶ applicants found guilty of misrepresentation may be subject to administrative and financial penalties in accordance with the conditions laid down in that Regulation.

The administrative penalties consist of being excluded from all contracts or grants financed from the EU budget for a maximum of five years from the date on which the infringement is established, as confirmed after an adversarial procedure with the applicant. This period may be extended to ten years in the event of a repeat offence within five years of the first infringement. Applicants who are guilty of making false declarations may also receive financial penalties representing 2% to 10% of the value of the grant being

⁶ Official Journal of European Union L 248 of 16.9.2002, as amended.

awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.

Name / first name: Suurpää / Johanna

Title or position in the applicant organisation: Director of Democracy and Language Affairs Unit, Ministry of Justice, Finland

Signature and official stamp of applicant:

Date: 1.10.2010



Processing your grant application will involve the recording and processing of personal data (such as names, addresses, CVs, etc.). This data will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data⁷. Unless otherwise stated, the replies to the questions in this form and the personal data requested are necessary in order to evaluate your grant application and they will be processed solely for that purpose. On request, you may obtain access to your personal data and you may correct any inaccurate or incomplete personal data. For any question relating to the processing of your personal data, you may contact the Assistant of the Director General of DG Communication. You are entitled to contact the European Data Protection Supervisor about the processing of your personal data at any time.

You are informed that, to ensure that the EU' financial interests are protected, your personal data may be communicated to internal audit services, to the European Court of Auditors and/or to the body specialising in financial irregularities or the European Anti-Fraud Office (OLAF).

The data of applicants in any of the situations referred to in Articles 93(1), 94 and 96(2)(a) of the Financial Regulation¹ may be included in a central exclusion database and communicated to designated persons in the Commission, the other institutions, agencies, authorities and bodies referred to in Article 95(1) and 95(2) of the Financial Regulation. This also applies to those with power of representation, decision-making power or powers of control in respect of such applicants. Following a request to the Commission's Accounting Officer, anyone registered in the database is entitled to be informed of the data recorded about them.

Annexe 1: Forward budget for an operating grant awarded to a single beneficiary

⁷ Official Journal L 8, 12.1.2001.

ANNEX II

BENEFICIARY'S OPERATING BUDGET

A handwritten signature or set of initials, possibly 'JL', located in the bottom right corner of the page.

ANNEX I

BUDGET ESTIMATES FOR THE NATIONAL WORK PROGRAMME FOR WHICH A GRANT IS REQUESTED

The budget estimates must be detailed, in balance and presented in euros, exclusive of VAT unless the applicant can demonstrate that VAT cannot be recovered.

The applicant certifies that the costs given below are necessary and exclusively related to the implementation of the work programme.

A detailed breakdown for each heading of eligible costs must be provided in a separate document.

A — ELIGIBLE COSTS	EUROS	B — FUNDING	EUROS
A.1) costs of the staff assigned to the work programme	50 000	B.1) expected direct revenue from the work programme	
A.2) travel, accommodation and subsistence costs for the staff assigned to the work programme	3000	B.2) contribution by the applicant	40 000
A.3) costs of purchasing equipment	1000	B.3) contribution by other external sponsors	80 000
A.4) costs of consumables and supplies	3500	B.4) contribution requested from the Commission	
A.5) costs entailed by other implementation contracts	54500		
A.6) rental and property maintenance charges	8000		
TOTAL ELIGIBLE COSTS	120 0000	TOTAL FUNDING	120 000

ANNEX III

**ACTIVITY REPORTS AND FINANCIAL STATEMENTS TO BE
SUBMITTED**

Please insert the reference as indicated in your grant agreement

Agreement n°:	xxxx
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A / IMPLEMENTATION OF THE NATIONAL WORK PROGRAMME FOR
WHICH THE GRANT WAS REQUESTED

1. DESCRIPTION OF THE IMPLEMENTATION OF THE NATIONAL WORK PROGRAMME

1.1. Consultation of stakeholders and involvement of relevant actors within civil society

1.1.1. Stakeholders consulted

1.1.2. The consultation process, its outcome and follow-up

1.2. Best practices

1.2.1. Process of identifying best practices

1.2.2. Valorisation of best practices

1.3. Communication

1.3.1. Implemented activities of the EYV 2011

1.3.2. Obtained results and impact

1.4. After 2011

1.4.1. Expected long-term impact

1.4.2. Follow-up measures (if envisaged)

1.5. Monitoring and reporting

1.5.1. Implemented monitoring

1.5.2. Evaluation outcomes

Jd

2. SUMMARY TIMETABLE FOR IMPLEMENTATION OF THE WORK PROGRAMME

Applicants are here requested to produce:

- the timetable for carrying out each stage of the work programme showing the main key dates and the obtained results for each stage

3. INVOLVEMENT OF THIRD PARTIES IN THE IMPLEMENTATION OF THE WORK PROGRAMME

3.1 Involvement of third parties without financial implications

For each third party involved please provide the following information :

- Name and status of third party
- Tasks involved
- Results obtained

3.2 Involvement of third parties under contractual agreement

For each contractor please provide the following information :

- Name and status of contractor
- Selection procedure followed
- Contract amount in Euros
- Contract date of signature and duration
- Tasks involved
- Results obtained



B / BUDGET OF THE NATIONAL WORK PROGRAMME FOR WHICH THE GRANT WAS REQUESTED

The budget must be detailed, in balance and presented in Euros, exclusive of VAT unless the applicant can demonstrate that VAT cannot be recovered. The applicant certifies that the costs given below were necessary and exclusively related to the implementation of the work programme.

A — ELIGIBLE COSTS	EUROS	B — FUNDING	EUROS
A.1) costs of the staff assigned to the work programme A.2) travel, accommodation and subsistence costs for the staff assigned to the work programme A.3) costs of purchasing equipment A.4) costs of consumables and supplies A.5) costs entailed by other implementation contracts A.6) rental and property maintenance charges		B.1) direct revenue from the work programme B.2) contribution by the applicant B.3) contribution by other external sponsors B.4) contribution from the Commission (received and requested)	
TOTAL ELIGIBLE COSTS		TOTAL FUNDING	

Detailed breakdown for each heading of eligible costs.

1. Staff costs				
<i>Please indicate the personnel costs directly linked to the activity (including names, functions and whether the person is directly recruited for this project). Separate clearly internal staff from your organisation or partners from recruited personnel.</i>				
Name	Function	Nr of days or months	Gross salary per day or month	Actual costs
TOTAL STAFF COSTS				

Signature of the legal representative of the beneficiary

I the undersigned hereby certify that all information and financial data contained in this final report are full, real, accurately recorded and eligible in accordance with the Grant Agreement.

The beneficiary allows the European Commission to make available and use all data provided in this report for the purposes of managing and evaluating the European Year of Volunteering 2011. All personal data collected for the purpose of this project shall be processed in accordance with Regulation (EC) N° 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.

Data subjects may, on written request, gain access to their personal data. They should address any questions regarding the processing of their personal data to the Data protection officer of the Commission (www.ec.europa.eu/dataprotectionofficer). Data subjects may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

Beneficiary

Name, stamp (if available):

Legal representative

Name in capital letters:

Place:

Date:

Signature:

YHTEISTYÖSOPIMUS

Hankkeen nimi Vapaaehtoistoiminnan teemavuosi

1. Sopijapuolet

Oikeusministeriö

Yhteyshenkilö: Niklas Wilhelmsson
Puhelinnumero: 09-1606 7866
sähköpostiosoite: niklas.wilhelmsson@om.fi

Suomen nuorisoyhteistyö Allianssi (toteuttaja)

Yhteyshenkilö: Karoliina Tikka
Puhelinnumero: 044 722 9353
sähköpostiosoite: karoliina.tikka@alli.fi

2. Sopimuksen kohde Vapaaehtoistoiminnan teemavuoden toteuttaminen

3. Sopimuksen sisältö Suomen nuorisoyhteistyö-Allianssi sitoutuu toteuttamaan hankkeen Euroopan Komission sopimuksessa SI12.589345 esitetyn suunnitelman mukaisesti. Oikeusministeriö on hankkeen päävastuullinen.

4. Aikataulu Hanke toteutetaan Euroopan Komission sopimuksessa SI12.589345 esitetyn aikataulun mukaisesti

5. Kustannukset Hanke toteutetaan EU komission projektituella, sekä opetus- ja kulttuuriministeriöstä saadun tuen turvin. Oikeusministeriö on vastuussa siitä että EU-komissiolta saatu rahoitus käytetään sopimuksen mukaiseen tarkoitukseen. Tällä sopimuksella Suomen nuorisoyhteistyö Allianssi sitoutuu noudattamaan ja toteuttamaan hankkeen Euroopan Komission sopimuksessa SI12.589345 esitetyn suunnitelman mukaisesti.

Suomen nuorisoyhteistyö-Allianssilla on tämän sopimuksen nojalla oikeus solmia sopimuksia kolmansien osapuolten kanssa ja tehdä hankintoja edellyttäen, että ne tehdään EU-komission sopimuksessa SI12.589345 esitetyn projektisuunnitelman mukaisesti. Laajoista linjauksista ja muutoksista keskustellaan tapauskohtaisesti oikeusministeriön ja hankkeen ohjausryhmän kanssa (KANEn osallisuusjaosto)

Hankkeessa noudatetaan hankintalainsäädäntöä ja oikeusministeriön taloussääntöä ja pienhankintaohjetta (liite 1) tai Euroopan komission tai Suomen nuorisoyhteistyö Allianssin hankintaohjetta, niiltä osin kun ne ovat edellä mainittuja tiukemmat.

Projektissa tehtyjen hankintojen raportointiin ei sisällytetä arvonlisäveroa.

Suomen nuorisoyhteistyö Allianssi maksaa hankkeen laskut ja toimittaa kuittijäljennökset ja laskuerittelyt (yhteenvedoa ostolaskuista joihin laskutus perustuu eriteltynä headingien mukaisesti (summat sis. alv:n)) oikeusministeriölle, jonka perusteella oikeusministeriö maksaa ne takautuvasti laskua vastaan 30 vrk:n kuluessa Suomen nuorisoyhteistyö Allianssille.

Allianssi voi laskuttaa em. mukaisesti oikeusministeriöltä hankkeen kuluja 80.000 € (alv 0). *KTS LIITE (SPOSTI VIESTI)*

PLUS MAHDOLLISET ALV-KULUT

Suomen nuorisoyhteistyö Allianssi sitoutuu säilyttämään alkuperäiset kuitit EU-komission sopimuksessa SI12.589345 esitettyjen vaatimusten mukaisesti.

6. Aineisto ja raportointi

Hankkeen tuloksiin (esimerkiksi raportit, artikkelit, selvitykset ja muut julkaisut, menetelmät, tietokoneohjelmat ja tietokannat) liittyvät omistus- ja immateriaalioikeudet, kuten patenti- ja tekijänoikeus, kuuluvat oikeusministeriölle. Suomen nuorisoyhteistyö- Allianssin hankkimien laitteiden, ohjelmistojen, kirjojen ym. tutkimusvälineiden sekä prototyyppien omistusoikeus kuuluu toteuttajalle. Suomen nuorisoyhteistyö- Allianssilla on oikeus käyttää hyväkseen hankkeen yhteydessä saavutettua ammattitaitoa ja kokemusta myös muussa toiminnassa.

Suomen nuorisoyhteistyö- Allianssi toimittaa raportointia sekä hankkeen arkistointia varten tarvittavat asiakirjat oikeusministeriölle. Oikeusministeriö koostaa ja toimittaa tarvittavat raportit Komissiolle.

7. Voimassaolo ja irtisanominen

Tämä sopimus tulee voimaan, kun molemmat osapuolet ovat sen allekirjoittaneet ja on voimassa siihen saakka, kunnes kaikki sopimukseen ja rahoituskauden projektiin liittyvät tehtävät on suoritettu ja kaikista sopimuksista ja rahoituskauden aiheutuvista velvoitteista on huolehdittu.

Sopimusosapuolella on oikeus irtisanoa sopimus päättymään kolmenkymmenen (30) päivän kuluessa kirjallisesta irtisanomisilmoituksesta, jos toinen osapuoli olennaisesti rikkoo sopimuksen ehtoja eikä ole korjannut sopimusrikkomustaan kuudenkymmenen (60) päivän kuluessa toisen puolen yksilöityä rikkomuksen kirjallisesti.

cl

Jos sopimus irtisanotaan, maksaa rahoittaja hyväksytysti suoritetusta projektinosasta tämän sopimuksen mukaisen korvauksen irtisanomisajan loppuun asti.

9. Ylivoimainen este

Kumpikaan osapuoli ei vastaa viivästyksistä ja vahingoista, jotka johtuvat hänen vaikutusmahdollisuuksiensa ulkopuolella olevasta esteestä, jota hänen ei kohtuudella voida edellyttää ottaneen huomioon sopimuskentekohetkellä ja jonka seurauksia hän ei myöskään kohtuudella olisi voinut välttää tai voittaa. Osapuolen, joka haluaa vedota ylivoimaiseen esteeseen, on viipymättä ilmoitettava ylivoimaisesta esteestä kirjallisesti toiselle osapuolelle, samoin kuin esteen lakkaamisesta.

10. Erimielisyyksien ratkaiseminen

Tästä sopimuksesta ja sen tulkinnasta syntyvät erimielisyydet pyritään ratkaisemaan ensisijaisesti neuvottelemalla.

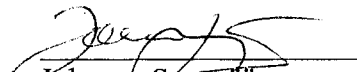
11. Sopimuskappaleet

Tätä sopimusta on tehty kaksi (2) samanlaista kappaletta, yksi kummallekin osapuolelle.

12. Hyväksyminen

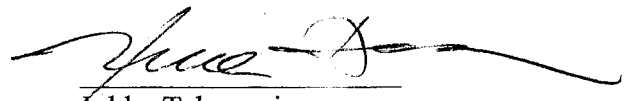
Helsingissä 23. päivänä toukokuuta 2011

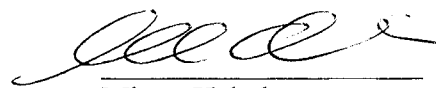
Oikeusministeriö


Johanna Suurpää
johtaja


Niklas Wilhelmsson
erikoissuunnittelija

Suomen nuorisoyhteistyö-
Allianssi


Jukka Tahvanainen
pääsihteeri


Minna Hakala
Hallintopäällikkö

2

Minna Hakala

Lähetäjä: niklas.wilhelmsson@om.fi
Lähetetty: 13. kesäkuuta 2011 15:16
Vastaanottaja: Minna Hakala
Aihe: VS: Sopimuisluonnos vapaaehtoistoiminan teemavuosi

Hei,

Sopimustekstin kohtaan 5, jälkimmäiseen lauseeseen voisi lisätä plus mahdolliset alv kulut. Voit laittaa tämän viestin sopimuksen liitteeksi.

terveisin,

Niklas