YEBN

INTERNAL REGULATIONS

approved by GA on September 16th 2007 modified by GA November2015

Article 1 Definitions

The Internal Regulations (IR) are intended as a set of rules requested by the Statute in order to specify, deepen or better clarify the general guidelines provided by the Statute itself, and in order to offer a complete set of dispositions intended to regulate the life of YEBN in its strategic aspects.

YEBN = Young European Biotech Network ltd. GA = General Assembly of YEBN EB = Executive Board of YEBN IR = Internal Regulations IM = Institutional Member OM = Organisational Member IMA = Institutional Membership Agreement IPA = International Project Agreement PG = Project Group

S ECTION 1 Membership

Article 2 Application for membership

1. In line with article 7.1.1 of the Statutes, any new organisation wishing to be part of the YEBN has to apply for membership, by providing the essential information for the EB to ask the vote of the General Assembly;

2. It is considered essential information:

a. translation in English of the articles of the applicant's statutes, which describe the nature of the applicant, its structure, the aims and the type of activities foreseen to reach the aims;

b. a detailed overview of the relevant past and ongoing projects at a national and international level, with the indication of the type of funding and a description of the essential collaborations

c. a clear 2-year development plan of the activities the applicant intends to set-up within the YEBN frame, motivating the intention to join the YEBN

d. a page describing the possible added value the applicant would bring into the YEBN frame, and any existing relationship with one or more YEBN members

3. The application must be sent to the EB, accompanied by a copy of the duly registered statutes and the proof of being a "legal entity", together with the last annual budget of the organisation: the budget information will be kept confidential between the applicant and the EB, but it will be part of the preliminary evaluation (see art. 3.3); the budget must be transparent and clear and the budget scheme must be translated in English;

4. The application must follow the scheme in Annex I, it must be complete and clear: any incomplete information will end up in a rejection. In order to allow the process explained in article 3, the deadline for membership application each year is fixed on June 30th: applications submitted after this deadline will be put on vote on the next year General Assembly.

5. Individuals can apply to become individual members of YEBN. In case that they are residing in a country or region where an IM of YEBN is active, the individual cannot become an individual member of YEBN, but can only gain membership by becoming a member of the resident IM. However, some exceptions apply:

1. In case that the individual is not fluent in the language of the resident IM but fluent in English, it can directly apply to YEBN for membership

2. An individual who has been a member of an IM but now resides in another country has the option to stay as a member of this IM in order to still be part of YEBN, unless otherwise decreed by the according IM.

3. Further exceptions will need to be negotiated on a case-by-case basis between the YEBN EB and the board of the IM in question

6. Registration of an individual's contact details, e.g. for newsletter subscription or online resources does not automatically make this individual a member of YEBN. By registering their contact details with YEBN, such an individual would be instead deemed an "Associate of YEBN".

Article 3 Evaluation of the application

1. The Executive Board members who evaluate an institutional membership application need to consider:

a. if and to which extent the applicant's objectives are in line with the aims of the YEBN, if any synergy and structured collaboration is possible and promisingly long lasting;

b. if and to which extent the applicant's objectives and activity framework will allow to establish fruitful and collaborative cooperation with the other IMs part of the YEBN, the sustainability of international projects for the applicant's structure, organisation and finances and the fulfilment of international grants' standards will be essential values to be considered;

c. if and how the applicant can provide an added value to the network, by complementing existing activities and organisations, providing skilled human resources for the YEBN activities, establishing positive relationships, and avoiding competitive overlapping with the other IMs from the same region;

2. any new application received by the EB will be sent to the IMs for information and feedback request according to following point 3.b;

3. the evaluation of the application by the GA will be preceded by two preliminary evaluations:

a. a detailed report of the EB, according to the following point 4

b. a report of each of the IMs eventually present in the same country and/or region of the applicant: the report should include a description of the possible overlapping areas, the existing relationships, a description on how the applicant is positioned at a national level and where possible competition can be envisaged;

4. the EB will conduct a deep evaluation and it will write a final report according to the following

scheme:

- a. accurate evaluation of the documents provided according to the article 2.2;
- b. verification of each requirement detailed in the previous point 1

c. the EB report must clearly provide the necessary information to allow the GA to take the final decision;

d. the EB report must integrate the reports of the IMs from the same country/region;

e. The EB report must include a preliminary decision: the GA will be asked to vote the EB proposal;

Article 4 Membership fee

1. According to the article 5.4 of the Statutes, each IM must pay an annual fee as a sustainability budget for the YEBN;

2. The annual fee is decided in 1€ (one euro) per each member of the IM (referred also as an OM); the fee is thus proportional to the size of each IM;

3. The size of each IM must be communicated to the EB by the end of April each year and it will be used also to determine the number of delegates to the GA, as specified by the following article 7; **the same deadline applies to the payment of membership fee.**

4. The EB has the right at any time to verify the effective size of each IM with the appropriate means.

5. Individual members of YEBN who are not affiliated with an IM pay an annual fee of € 25

Article 5 Institutional Membership agreement

1. As requested by the article 6.4 of the Statutes, the YEBN ltd. and each legal entity joining the network as an Institutional Member have to sign a mutual agreement: the agreement will establish the terms of the membership, as well as rights and duties, as specified in the Statutes and in the IR;

2. The Institutional Membership Agreement has to establish a reciprocal and long term institutional commitment between the YEBN and the IM; therefore the agreement

a. will be a standard contract, and the text will be the same for all the IMs, as specified in Annex II of the IR;

b. must be ratified by the governing body of the IM, and the ratification decision must accompany the signed agreement;

c. must be signed by the YEBN Chairman and Secretary and by the legal representative(s) of the IM, i.e. those defined by the Organisation Statutes as able to officially commit their organisation.

Article 6 Promotion of YEBN by its members

1. YEBN members should participate

and commit theirselves in the promotion of the network, within the available resources and by assuring no competition is established;

2. In particular, each Institutional Member should:

a. clarify in every promotional material (posters, leaflets, advertisements, services) that the IM is part of the YEBN;

b. highlight in the corporate communication guidelines that the IM is part of the YEBN, i.e. in the e-mail signatures, headed paper, logo where feasible;

c. highlight the YEBN framework when members of an approved YEBN project, according to the following article 20 and to the project agreement;

3. Each Individual Member should promote the YEBN where possible in daily activities, by indicating in the CV and if possible in e-mail signatures that he/she is part of the YEBN;

4. Individual Members who are not in charge of any responsibility, according to the Statutes, cannot use the name of YEBN in any different way if not previously authorized under a specific project agreement;

5. The YEBN in turn will highlight the membership of its IMs wherever possible (publications, website, presentations and sponsorship where compatible. To strengthen the position of its IMs, YEBN actively encourages individual members to become members of the IM seated in their country of residence.

SECTION 2 General Assembly composition and procedures

Article 7 Delegations to the GA

1. This article establishes the composition of each of the delegation foreseen by the articles 10.2, 10.5 and 10.6 of the Statutes

2. The delegation of each Task Group is composed by one delegate, according to the following provisions:

a. The Task Group Leader has the right to represent the TG at the GA, unless he/she is an executive board member of YEBN or of an IM

b. in case the TG Leader cannot be appointed as the TG delegate to the GA, the TG appoints the delegate with a vote

c. the decision is taken with simple majority; in case of a tied vote, the TG Leader has The casting vote;

3. The delegation of each International YEBN Project Group (defined according to the IR and

only after the signature of a Project Agreement) is composed by one delegate; the appointment of the delegate follows the same rules as article 7.2 of IR;

4. Each delegation of an IM is composed according to the article 10.6 of the Statutes and in particular according to the following rules:

a. the delegation has the right to participate to the GA only if the IM has regularly paid the annual fee, as established by the article 4 of the IR;

b. the size of the organisation is determined according to the annual fee paid, in proportion of one member per one euro paid in the fee (see IR article 4.4);

c. each IM delegation is composed of one delegate if the number of its individual members or the size determined as stated in IR article 4.4 are less or equal to ninety-nine; two delegates for one hundred to one hundred ninety-nine; three delegates for two hundred to two hundred ninety-nine; four delegates for three hundred to three hundred ninety-nine; five delegates for four hundred or more

Article 8 GA meeting procedures

1. The GA agenda is decided by the EB and distributed according to article XXX of the Statutes.

2. IMs, TGs and PGs are entitled to propose to the EB specific points of discussion, appointing one person to introduce the discussion. The EB defines the schedule and duration of the discussion according to its priorities and can ask for abstracts to be included in the preparatory documents to the GA.

3. Although the GA is open to all YEBN members, the EB can decide to restrict specific sessions of the GA to official delegates.

4. IMs, TGs and PGs can request for specific sessions to be restricted to official delegates, motivating the request in writing. The final decision is taken by the EB.

5. If not differently scheduled in the Agenda, during the GA each topic's discussion should be organised as following:

a. an introduction by a speaker in no more than ten minutes;

b. contributions time: those delegates wishing to contribute to the discussion should register themselves after the introduction and they will have a maximum of five minutes each;

c. discussion time: those delegates wishing to reply should register themselves and they will have a maximum of three minutes each;

6. The Secretary is responsible to register the delegates wishing to speak, and the Chairman is responsible for giving them the floor and assuring the respect of the time slot allocated;

7. Where a vote is requested, the following rules should be respected:

a. the Chairman must present clearly (in text and with computer devices if needed) the proposal to the GA is asked to vote for;

b. the Chairman must clarify if amendments to the proposal are allowed or not: in this case each delegate should have a maximum of one minute in order to present his/her amendments to the GA;

c. a maximum of one delegate per delegation can ask for the floor, in order to express the reasons of his/her vote and ask for support: to this purpose he/her will have a maximum of three minutes;

d. the Secretary should register the results of the voting procedure, and the Chairman should communicate immediately the results together with any commitment derived from them;

8. When voting for contracts or regulations the assembly should vote for each article, and at the end the GA should vote for the entire text: specific provisions can apply, if differently stated in the regulation or if differently voted by the GA.

Article 9 Voting in writing after a GA

1. In special and exceptional cases, according to the article 10.9 of the Statutes, the GA can postpone a voting after the GA meeting and ask for a voting procedure to be done in writing in order to collect the opinion of all delegates, including those who couldn't attend the GA;

2. The GA will have to decide if the voting in writing will be done on paper by ordinary mail, or by e-mail; in case of an electronic vote, security measures available for e-mails and electronic receipts will be accepted as a proof of receipt;

3. The call for a voting in writing will follow the same voting procedures as a normal GA, i.e. each delegation will have a number of votes available according to the article 7 of the IR;

4. Differently from the GA, any vote done in writing will be valid independently of the number of answers and the resolution will be taken with simple majority of the votes given in answer to the call;

5. In order to assure the correctness of procedures, the EB will take care of:

a. assuring that all delegation representatives receive the call for the vote in writing, together with the minutes of the GA explaining the reasons of this special voting procedure;

b. assuring that each delegation has the opportunity to contribute to the voting procedure, by giving a reasonable time between the call and the deadline, i.e. not less than three weeks;

c. asking and giving return receipts for communications regarding this special voting procedures;

6. The results of the vote in writing must be communicated in clear to the delegates, by

indicating the details of each delegate's vote.

Article 10 Candidates to the EB

1. Each Individual Member, member or not of an IM, can be candidate to the EB;

2. Candidates to the EB should be a member of YEBN or of its institutional members for at least a year. They should have ideally 3 month or more experience of active involvement in a YEBN task group or project group or provide proof of equivalent experience in a setting outside of YEBN.

3. Each IM is committed to provide one suitable EB candidate at each General Assembly. In case that there are at least 5 IMs who provide at least one suitable candidate, only one EB member per IM is permitted to be elected.

4. A YEBN EB position is not compatible with a position in the board of an IM.

5. An individual member who is not affiliated to an IM who wishes to candidate for the EB should Be supported by at least two Institutional Members; each IM can support a maximum number of five candidates;

6. The EB calls for the elections together with the GA, and sets a deadline for submitting candidates' application at least one month before the GA; the deadline to submit the application should not be set earlier than three weeks after the call;

7. The application must provide the information necessary to evaluate the fulfilment of election criteria, as specified above: personal data, short description of his/her professional position, starting date of the activity within YEBN, short description of the previous contribution to the YEBN projects and activities, description of the experiences and competencies he/she will make available within his/her role in the EB;

8. The application will be sent to the EB and must include:

a. a personal profile of the candidate, highlighting current professional/studentship position

b. a description of experience and skills, with specific attention to those competences characterizing the contribution to the EB strategic role

c. a description of a strategic vision for the network, including contribution to the cooperation of IMs

d. if applying without affiliation to an IM, the application also must include duly signed support statements of authorized representatives of two IMs

9. Applications lacking any of the specified requirements will not be considered valid.

Article 11 EB election procedures

1. During the GA each EB candidate will present his/her profile, especially clarifying to the GA his/her intended contribution as an EB member to the network;

2. The election of the EB is made by blind vote on an official pre-printed ballot paper;

3. Each ballot paper must clearly identify the date of the elections and must be different each year: the EB has to guarantee the confidentiality of related information and prevent any misconduct;

4. Each delegate will receive a number of ballot papers corresponding to the number of votes (personal and proxies) he/she is entitled for;

5. Each vote can be expressed by giving a maximum number of two preferences, among the candidates to the EB

6. Each ballot paper will be pre-printed with the names of the candidates standing for the EB election: the vote will be expressed by putting a cross on the candidate name(s);

7. Before starting the election, three members of the GA will be selected by the GA as the Electoral Committee: they will have the responsibility to register the votes, give the correct number of ballot papers, scrutiny the results and sign the election report;

8. The scrutiny will be done immediately after the vote, transparently in front of the GA: none except the Electoral Committee will be entitled to manage the documents of the election; The Electoral Committee is obliged to destroy the documents.

9. The candidates will be ranked according to the number of votes, and the highest seven will be elected as EB members for the following year;

10. The newly elected EB officially starts its activities right after being elected.

SECTION 3 EB working procedures

Article 12 Election of the Chairman

1. The Chairman is elected immediately among the newly elected EB members, and presented to the GA;

2. The GA is suspended for the time needed to the EB members in order to elect the Chairman;

3. EB members standing for the position of Chairman declare their intention, and the EB evaluates the best candidate according to the following criteria:

- a. suitability to represent YEBN in political and strategic occasions
- b. diplomacy and capability to keep relationships with all IM
- c. previous experience in leading positions
- d. skills in human resource management and financial planning

4. The voting procedure is made by open vote, raising hands: each EB member in each round can vote only for one candidate;

5. In order to elect the Chairman, a majority of 4/5 is needed for the first two rounds; a simple majority is requested at the third round;

6. the youngest non-candidate EB member acts as secretary, and properly registers the votes of each EB member in each round;

7. The result of the election is presented to the GA, by communicating the results of each voting round.

Article 13 EB roles assignment

1. After the election of the Chairman, and within one week from the GA, the EB has to assign the roles foreseen in the article 12.2 of the Statutes;

2. The Chairman presents to the EB a proposal on the role assignments based on each EB member's profile, and aimed at creating the best complementarities and synergies in the team;

3. The Chairman's proposal is discussed and put on vote as a whole, but each EB member has to accept the role he/she was assigned to;

4. Within one month from the election, each EB member prepares a draft strategic plan covering his/her area of responsibilities;

5. the Chairman collects these drafts and sets up a YEBN strategic plan for the upcoming year: the strategic plan must include considerations on the YEBN stakeholder position in Europe, the financial resources allocation, a coherent activity plan for the cooperation between the IMs and a clear map of responsibilities to be assigned to each EB member;

6. The YEBN strategic plan is discussed, reviewed and approved by the EB and sent to the IMs within two months from the election.

Article 14 EB member(s)' misconduct and covering of vacancies

1. An EB member can be expelled from the EB, without losing his/her state of YEBN Individual Member, if:

a. He/she does not take part to at least half of the physical meetings, including EB meetings, Internal Meetings and General Assembly

b. He/she does not take part to the discussions held either by e-mail or by conference telephone, internet or similar communications equipment

c. He/she does not work on the tasks he/she was assigned upon his/her election

d. In case of severe misconduct as described in Article 7.7 of the statutes.

2. The expulsion of an EB member shall be proposed by at least three EB members.

3. The decision of the expulsion of an EB member needs to be taken unanimously by all the other EB members. In this case, an Internal Meeting (see Article 16.2b) will be held in order to gain approval from the IM's in accordance with Article 12.3.4 of the Statutes.

4. The expelled EB member will no more be considered eligible for election in the EB.

5. The decision of the expulsion will be communicated to all the IMs, and TG and PG leaders, together with the name of the substitute designated according to article 12.4 of the Statutes.

6. If the EB member gives notice that he/she wishes to appeal to the decision, his/her EB membership is suspended till the next GA. During the suspension period, the EB member will be cancelled from the EB mailing list and will not be allowed to act on behalf of the EB.

7. If, following the appeal, the GA decides that the EB member expulsion was not legitimate, he/ she will be allowed to take knowledge of the discussions held during his/her suspension. In case he/she applied for EB elections, his/her application will be considered valid, provided that it complies with article 10 of the IR.

Article 15 EB: decision procedures

1. A meeting of the Executive Board shall be deemed quorate if at least half of the members are present in person or by alternate.

2. The resolutions are taken by simple majority of the votes. In the case of a tied vote the Chair of the EB Meeting has the casting vote.

3. Each EB member has one vote.

4. The Chair and Secretary of the EB meeting shall be the same as that of the EB, or in their absence, two other members of the EB.

5. The Chair of the EB Meeting is responsible for the procedure of the Meeting. The resolutions of the EB shall be recorded in a register, which shall be kept in the YEBN seat. Voting procedures are stated in the IR.

6. If necessary, a decision of the Board may be taken via written approval and announced with a specific agenda by the Chair. Electronic mail can be used as written approval in this sense.

7. The Agenda of each EB meeting:

a. Should be circulated at least one week in advance;

b. Should include at least communications of the Chairman on the current status of the YEBN with other EU institutions, a short report on financial status, short reports of each EB member on the activities he/she is responsible of;

8. Each EB member has the opportunity to integrate the EB meeting agenda: the proposal is submitted to the Chairman who decides if and where the issue fits with the overall discussion; in case it doesn't the Chairman assure a proper space and occasion in a short time to discuss the proposed topic;

9. During the EB meeting the Chairman establishes the schedule of the interventions and gives the floor to the EB members: unless for exceptional reasons – e.g. clear conflict of interests, each EB member has the right to express his/her opinion on each topic, provided he/she does not exceed three minutes; the Chairman can allow for longer interventions if foreseen in the Agenda;

10. Resolutions are taken with simple majority of the attending EB members: before voting a resolution, the Chairman has the duty to clearly summarize (in writing, on a screen if needed) the decision the EB is asked for;

11. The secretary records on the minutes at least the topics of the discussion, the summary of the proposals to be voted, the voting outcomes, the to-dos resulting from the resolutions, and the person responsible for the accomplishment of the decision;

12. The EB meeting can be recorded with a voice or video recorder: in case of such a recording, the digital recordings is considered the legal reference for the adopted resolutions;

13. The minutes of each EB meeting should be approved by e-mail within one week from the meeting;

14. EB meetings can be held electronically by audio and/or video-conferencing systems: in such case presences of EB members can be recorded by recording the audio of the meetings; the same applies for the resolution as of the previous point 7;

15. The Chairman can manage daily discussions and ask for ordinary resolutions by e-mail: in this case the resolution is taken at simple majority of the EB members answering to the e-mail; for resolutions taken by e-mail, the Chairman has to assure a deadline of at least one week, in order to facilitate the participation to the decisional process;

16. In case of electronic procedures, the Chairman has also to assure that technical problems does not impair the access to the decisional processes;

17. The issues discussed by the EB must be considered by default highly confidential: depending on the topic, EB discussions and information must be shared with IM representatives, but should never be disseminated;

18. In order to reduce the confidentiality of EB discussions, an explicit decision on each topic must be taken by the EB.

Article 16 EB enlarged working meetings: internal meetings

1. In order to better evaluate specific topics and include in the discussion wider points of views and expertise, the Chairman can call for an EB meeting open to representatives from IMs, TGs and PGs: this kind of enlarged EB meeting is defined as "Internal Meeting" (IMeet);

2. The IMeet should be called at least one month in advance, and it can serve two functions, to be clearly specified in the Agenda:

a. a discussion forum to better help the EB to make decisions: in this case a proportionality of the representatives invited is not strictly requested, and the EB is free to invite delegates working within the YEBN according to the expertise needed for the meeting;

b. a consultation board of the IMs, useful to get the IMs opinion on important issues as preliminary decisions to the GA: in this case one delegate from each IM is invited, and each IM delegate's vote will be weighted according to the article 7.4.c;

3. In any case of the point 2, the meeting is valid if 2/3 of the EB is present;

4. In case of a meeting according to point 2.a of this article, only EB members have voting rights; the invited delegates will serve as a support to the EB members in order to make decisions;

5. In case of a meeting according to point 2.b of this article:

a.the board of IM delegates and the EB are considered separate bodies, working in together in the same open session;

b. the EB submits proposals to be voted to the IM board, and the IM consultation board takes resolutions with simple majority of the votes represented by the IM delegates attending the meeting;

c. the Chairman chairs the IM board as well but he/she hasn't voting rights within the IM board;

d. after the IM board resolution called by the EB is taken, the EB decision should respect the IM board opinion;

e.in case the voting of the EB differs from the resolution of the IM board, the decision cannot be taken and it has to be submitted to the next General Assembly;

6. According to the confidentiality of the issues, resolutions of the IMeet can be communicated only to the interested YEBN bodies or to the whole network

SECTION 4 Task Groups

Article 17 Definition and scope

According to the articles 16.2.7 and 25.2 of the Statutes, the EB can set-up specific groups of Individual Members aimed at carrying defined tasks at an international level on a particular area of YEBN activities: these working groups are called Task Groups.

Article 18 Task Groups: set-up and discharge procedures

1. When the EB decides to set-up a Task Group, it has to fix a clear and focused strategic role the TG will be called to work for, and set-up a limited number of goals the TG will have to reach through its activity;

2. According to the specific function and role of the TG, the EB selects the people to be part of the TG and among them appoints a TG Leader, which can be selected only on the basis of previous experiences and well documented skills in line with the TG objectives;

3. The political responsibility of each TG will be up to one EB member, according to his/her role, who will be responsible of establishing a constant link with the TG Leader and of assuring a continuous two-way information flow between the TG and the EB;

4. According to the strategic role and the goals assigned to the TG, the TG Leader will work with the TG members to set-up an activity plan, in close collaboration with the EB member responsible of the area: the plan is then submitted to the EB for the approval;

5. The responsibility of the composition of the TG is up to the EB, who acts with previous agreement of the TG Leader to substitute TG members, change or enlarge/reduce the composition of the TG;

6. The TG leader has the responsibility to:

a. coordinate the TG and supervising the work assigned to each TG member

b. ensure the capability to reach the goals established by the EB, by directing the realization of the activity plan submitted to the EB, according to the point 4

c. help the EB members to realize the strategic objectives, by providing documents, information and contacts useful to elaborate proposals

d. share information essential to the EB to have continuously an overview of the network;

7. The EB can discharge a TG Leader in the following cases:

- a. end of membership in any of the cases foreseen by the Statutes
- b. TG leader resigns

c. TG leader does not accomplish his/her responsibilities, and this impacts on the capability of the TG to reach its goals

- d. serious misconduct if properly documented;
- 8. The EB can discharge an entire Task Group in the following cases:

a. the TG does not accomplish the tasks, and any change in the composition did not affect the efficacy of the activities

b. the TG reached all the goals and its function within the strategic plans ended.

Article 19 Working practices of a task group

1. The ordinary working procedures of a Task Group are managed electronically, both by the use of e-mail (preferably mailing lists) and the use of audio/video conferencing systems;

2. The same rules for the EB working procedures via electronic instruments apply to TG working procedures;

3. Generally no minutes are taken for TG discussions and resolutions: the TG Leader is responsible for storing the e-mail exchange and/or audio/video recordings as documents supporting resolutions;

4. The TG leader has the role to clarify, summarize and circulate proposals, resolutions and resulting to-dos within the TG and communicate them to the EB;

5. Each TG member should actively participate to the TG activities by submitting to the whole TG proposals, documents and any other tool useful to design activities and reach the goals assigned to the TG by the EB.

SECTION 5 Official YEBN international Projects

Article 20 Detailed definition

1. A YEBN International Project (IP) is an international initiative aimed at realizing one or more goals, promoted under the name of the YEBN by individual members, IMs, or both, belonging to 2 or more different countries in agreement with the article 3 of the Statute;

2. "Consortium" or "project consortium" is intended as the group of organisations and/or individuals responsible of carrying out the proposed activities, applying for grants and managing the project funding, provided it is not established as a legal entity other than the participant organisations or individuals.

3. The organisations and single individuals legally responsible of the activities and of the funding administration within the consortium are referred as "contractors".

4. The consortium can be defined and ruled by public or private agreements, but does not constitute a legal entity if the legal responsibility on the activities and funds remains in charge to each contractor/participant;

5. The "Project Group" (PG), as described in the Statutes and in the IR, is the group of YEBN members representing the project consortium inside the YEBN structure; the PG cannot include contractors external to the YEBN;

6. The YEBN recognizes an international project as a YEBN IP if the project is in line with one or more YEBN objectives, and unless the consortium is established as a separate legal entity from the YEBN members: in this case the YEBN cannot recognize a "project group" and assign it a delegation as foreseen by the articles 10.2 of the Statutes and 7.3 of the IR;

7. In case a consortium decides to establish a legal entity after the signature of the YEBN agreement, it should be considered as a spin-off initiative: it will then loose the rights of a PG and it will follow the rules as of the article 23 and 24 of the IR;

8. In case a previously or ad-hoc established legal entity wishes to use the YEBN name and/or it realizes one or more YEBN goals or services to its members, it should be considered an outsourcing initiative, and follow the rules detailed in the article 25 and 26 of the IR.

Article 21 Projects: set-up and discharge procedures

1. According to the article 16.2.7 of YEBN Statutes, IPs are subjected to approval by EB: the project group should fill the YEBN International Project submission form according to the Annex III to the IR;

2. The Project Submission Form should contain all the relevant information on the participants, the aims of the project, the impact at the international level justifying the involvement of the YEBN name and/or resources, the resources eventually requested to the YEBN, the type and source of funding available or expected; incomplete applications will not be considered for the

evaluation;

3. The evaluation phase has to be completed in a maximum of 60 days; the evaluation criteria must take into account:

a) the capability of the project to stimulate cooperation with the YEBN frame and the involvement of all potential partners within the YEBN IMs;

b) the clarity of the project idea and the focus on the goals, as well as on the expected results;

c) the impact at an international level, justifying the scale of the project and the involvement of the YEBN;

d) the identification of appropriate sources of funding and the fulfilment of the required standards by the project participants;

4. At the end of the evaluation phase, the EB shall communicate whether the project is approved or rejected by issuing an IP evaluation report; the report shall contain:

a) a resume of the project;

b) the result of evaluation phase, i.e. "approved" or "rejected" and a short explanation of the reasons behind the EB decision, according to the scheme as in Annex IV of the IR;

5. During the evaluation phase, the EB can request further information in order to better formulate the final decision; this applies especially but not exclusively to:

- a) specific competencies and/or experiences of key people involved in the IP;
- b) details about sponsorships and/or other financial aspects of IP;

c) request to involve in the project other IMs than the proponents;

6. In case of the IP approval, according to the article 16.2.7, the EB sets up a specific Project Group (PG); PG members are selected by the PG leader in agreement with EB and respecting the project participants' composition, within 30 days from the PG approval;

7. According to the article 26.4 of the Statute, the discharge of a PG shall occur immediately in the following cases:

- a) violation of the project agreement by the project responsibles;
- b) conclusion of the IP as stated in the project agreement;

c) establishment of a spin-off initiative or constitution of the consortium as a legal entity

Article 22 Project Agreement

1. According to the article 26.2 of the Statutes, the YEBN Ltd. and the project consortium have to sign a mutual agreement: the agreement establishes the terms of the collaboration, as well as rights and duties, as specified in the Statutes and in the IR;

2. The International Project Agreement (IPA) has to establish a reciprocal commitment between YEBN and the PG; therefore the agreement:

- a. will be a standard contract, as specified in Annex IV of the IR;
- b. must be signed by the YEBN Chairman and by the recognized project leader

c. must be ratified by the governing body of each participant organisation (including non YEBN members), as well as by single physical persons with legal responsibilities in the project;

3. The IPA will be affective only if accompanied by the ratification acts duly signed by the legal representative(s) of each of the participant organizations, i.e. by those persons capable by the Statutes to officially commit their organisation;

4. The project agreement gives the right to the Project Group to send delegates to the GA, according to the article 7 of the IR.

Article 23 Creation of Spin-offs from the YEBN

1. Any YEBN activity group or individual wishing to use any of the YEBN intellectual properties or products outside the YEBN frame by establishing a legal entity other than the YEBN Ltd. or YEBN IMs will be considered a spin-off;

2. Any consortium previously recognized as a YEBN IP wishing to establish a legal entity other than the YEBN Ltd. or YEBN IMs after the signature of the IPA will be considered a spin-off;

3. Any company exploiting the YEBN intellectual property or products where the YEBN holds a percentage of the shares is considered a spin-off;

4. The YEBN promotes and support the entrepreneurial exploitation of its results, provided the creation of spin-offs is useful to extend job opportunities of its members and to implement and improve YEBN services to its members;

5. The constitution of a spin-off can be proposed by the YEBN EB or by any YEBN member and submitted to the EB; the EB should inform promptly the IMs about the initiative, provided it doesn't infringe confidentiality agreements;

6. The statutes of the spin-off entity should forsee:

a. the presence of a YEBN representative with voting rights in the board of directors;

b. the presence of a YEBN representative in the general assembly, with a weight proportional to the share hold;

c. the exclusion of the YEBN from any share of loss;

d. the impossibility by the share holders to modify the company capital amount or the

statutes without the previous consent of the YEBN;

7. The YEBN share cannot be higher than 10%, and cannot be reduced if not decided by the YEBN Executive Board, assuring in any case adequate guarantee in case of a share hold transfer.

Article 24 Licensing and IPR in Spin-offs

1. The intellectual property arising within YEBN activities or under YEBN procurement must be considered a YEBN property;

2. The intellectual property arising within a YEBN IP, will be subject to the rules of the funding agencies or funding partners: the project consortium must be committed to safeguard the YEBN share in any agreement to be signed with private partners;

3. The intellectual property of the Spin-off work, is exclusively of the spin-off company: the YEBN and the IMs, have the right of a free license, without the possibility of sub-licensing the products or services;

4. The YEBN can license to the spin-off company any intellectual property, provided the agreement specifies clearly the YEBN share or royalties, independently on the YEBN share hold on the company; the YEBN policy of licensing must be inspired to the promotion of entrepreneurship as well as to guarantee YEBN services to its members;

5. The YEBN, under a specific agreement, can license the spin-off the use of the YEBN name and logo, provided the company excludes the YEBN from any responsibility arising by its use: the YEBN in any case has the right to breach the agreement in order to protect its image and credibility;

6. Any other option to use YEBN infrastructures and resources must be regulated by specific agreement to be signed before the establishment of the spin-off as a legal entity.

Article 25 Outsourcing of YEBN Activities

1. In order to extend, develop and improve the services provided to its members, the YEBN can outsource partially or fully one or more core activities to one or more companies, foundations or organisations (indicated as "third party") pursuing common interests;

2. The outsourcing activities must be regulated by a specific agreement with the third party, as specified in the following article 26;

3. The YEBN has in any case to take provisional measures in order to guarantee the accessibility to the services, the use at a reasonable cost of the provided infrastructures, and its involvement in any strategic decision potentially affecting the YEBN image and/or the YEBN services offered to its members.

Article 26 Licensing and Agreements on Outsourcing

1. In order to outsource any activity, the YEBN can license the intellectual property of the results of its activities, plans or services aiming at improving them: the license must exclude the YEBN from any responsibility on the following use and guarantee the YEBN the right to unlicense the IPR in case of damage to the YEBN image or activities;

2. According to the previous article 25.2 and 25.3 the YEBN must sign a specific agreement before any organisation to be allowed using YEBN name and/or offering any service to the YEBN members; the agreement shall include:

a) a clearly defined regulation on the license of the YEBN name and logo, provided the third party excludes the YEBN from any responsibility arising by its use: the YEBN in any case has the right to breach the agreement in order to protect its image and credibility;

b) a clearly defined regulation on the access by the third party to any YEBN confidential information, as well as privacy issues (YEBN members' name and contacts, database etc.);

c) the involvement of the YEBN EB in any strategic decision made by the third party and potentially affecting the YEBN image and/or the YEBN services offered to its members;

d) the possibility by the third party to offer the same services to others than the YEBN members, and in this latter case a very economical cost for the YEBN to access the services;

3. The outsourcing agreement shall be signed by the YEBN Chairman and Secretary and by the third party legal representative(s), i.e. the person(s) allowed by its statutes to legally commit the organisation.

SECTION 6 Regional Boards

Article 27 (Setting up a Regional Board)

1. Members of YEBN who are residing in close proximity to each other can form a Regional Board.

- 2. A Regional Board should consist of at least three independent members
- 3. Official recognition of a Regional Board is subject to approval by the Executive Board.
- 4. Each Regional Board will need to appoint a chair and a vice-chair.

Article 28 (Rights of a Regional Board)

1. The Executive Board will promote each Regional Board by displaying information about them online and by actively encouraging other members from the same region to join the Regional Board.

2. Regional Boards can request contributions and support from YEBN for the organisation of local activities which are in line with **Article 1** of the Statutes. Request need to be made in writing at least six months before the planned event and are subject to approval by the Executive Board.

Article 29 (Duties of a Regional Board chair)

1. The chair of a Regional Board has the responsibility to

 Organise regular meetings of the Regional Board for exchange of latest news and discussions as well as the initiation of local collaborations, activities and projects.
Inform the YEBN Executive Board about the situation and needs according to Article 1 which are specific for their region/country.

3. Inform the Executive Board about the Regional Board's activities.

Article 30 (Duties of a Regional Board member)

1. Regional Board members (including the chair) have the following duties:

1. To follow the rules stated in the Statutes, the Internal Regulations and all valid agreements adopted in the General Assembly of YEBN.

2. To ask the permission of the Executive Board when using the YEBN name and logo.

3. To report on the activities done for or in the name of YEBN, via the appropriate communication tools.

4. To promote YEBN in general.

Article 31 (Discharge of a Regional Board)

1. The Executive Board can discharge a Regional Board in the following cases:

1. The Regional Board has not been active within the last six months.

2. The number of active board members drops to levels lower three.

3. The Regional Board is unable to appoint a chair and vice-chair that fulfil their duties as outlined in **Article 28** and **Article 29** of the Internal Regulations.

SECTION 7 Management of Finances

Article 32 General provisions

1. The Treasurer is responsible for the administrative, financial, patrimonial and tributary management of YEBN, according to resolutions and guidelines included in the IR.

2. The Treasurer, eventually helped by other members of the network, constantly updates the accounting registry and periodically informs the EB about the financial state of the network.

Article 33 Provisional budget guidelines

1. The Provisional Budget is realized in terms of accruals and organized in categories and chapters.

2. Each chapter of incomes and expenses indicates respectively the amount of foreseen incomes and allocable expenses: allocations of expenses are determined in periods of reference by the GA and the EB.

3. Reserve funds can be entered in the Budget to face possible needs.

4. The Provisional Budget is drawn up according to the scheme in Annex ...; the division in categories in mandatory, while the specification in chapters is indicative. The chapters can be reduced or integrated according to peculiar exigencies of YEBN and based on the approved

guidelines.

5. The Provisional budget compares the proposed allocations with those of the running accounting period when the provision is prepared.

6. Expenses must be, in their total amount, within the limits of foreseen incomes and thus the provisional budget must be at least even.

7. The foreseen remnant of the previous accounting period can be taken into account only in order to obtain an even budget.

Article 34 Annual Budget guidelines

1. The Annual Budget is drawn up according to the scheme in Annex IV and is made up of:

- a. Balance Sheet
- b. Profit and Loss Statement
- c. Integration note
- d. Description of Funds movements, when necessary

2. The Integration Note should explain the variations to active and passive, the criteria of evaluation of the budget and all data useful to clarify and complete the budget.

3. A Report on Management is also prepared by the Treasurer, supervised by the Chairman, to individuate useful elements for the evaluation of the management for the accounting period with proper indexes of the budget.

Article 35 Expenses regulations

1. The promissory expenses for each budget chapter are taken by the Treasurer according to resolutions of the competent bodies of the network: the Treasurer verifies the formal correctness and takes care of the payment.

2. The promissory expenses cannot, in any case, be higher than the amount of the allocations for each chapter of the balance, apart from particular needs having prior authorization by the Chairman and according to economic resources availability; the resolution is ratified by the EB together with the needed budget variation.

3. The promissory expenses that are not paid within the end of the accounting period constitute passive remnants included in the passivity of the Balance.

Article 36 Authorization of Expenses

1. Promissory expenses related to general expenses chapters and to cash funds are previously authorized by the Chairman.

2. Promissory expenses related to chapters created and financed for single projects are authorized when the project is approved.

3. Any other promissory expenses related to chapters provided with the needed allocations is authorized by the EB or in case of urgency by the Chairman, under reserve of the EB.

4. Where not differently decided by the EB, the Chairman owns the electronic card connected to the funds of the network: current expenses do not need previous authorization, provided that they comply with the availability and the allocations of each chapter of the Budget.

Article 37 Missions regulations

1. With the term "Mission", is the network intends the performance of a voluntary activity out of the daily place of work or housing, in the interest of the network.

2. The YEBN can reimburse the direct costs of any missions, butany allowance is due.

3. The aims and scope of the mission must comply with the goals of the YEBN.

Article 38 People

1. On first instance, only missions of members with representative roles in the network are recognized: in case of economic evaluation, the Chairman and the members of the EB are privileged.

2. Missions made by external people can be occasionally recognized, provided that they are in line with the approved guidelines and in particular with what is mentioned in the following Article 28.

Article 39 Appointment

1. Missions are pre-emptively authorized by the Chairman, having heard the Treasurer, taking into account the economic resources availability.

2. Appointment of persons external to the EB or the YEBN are pre-emptively authorized by the EB, motivating the decision with demonstrated and specific competences related to the subject of the mission.

3. Missions with provisional expenses higher than 300€ are authorized by the EB.

4. The missions of the Chairman do not need authorization by the EB, provided that they have a provisional expense not higher than $600 \in$.

Article 40 Mission expenses

1. Travel expenses are allowed with any means of transport, car parking, meals, overnight stay expenses, urban and extra-urban cabs, car hiring, highways and documented fuel expenses.

2. Cabs and hired means are considered extraordinary means: in this case, the appointment must include a specific authorization or motivations must be attached to the reimbursement request.

3. Pre-emptive authorization is requested for using proprietary mean.

4. The choice of the mean of transport and the overnight staying place is made taking into account the economic convenience.

5. A maximum expense of 25€ allowed for each meal.

6. The expenses for representation are excluded from these regulations and disciplined by the following Article 32.

Article 41 Reimbursements

1. The reimbursement of mission expenses is granted after submission of a detailed expenses report, according to the model in Annex ..., together with all the documents justifying the expenses.

2. In case of expenses not immediately documentable (bus tickets, cabs, metro), a declaration of unitary cost must be attached.

3. The reimbursement is delivered after acceptance by the Treasurer and mainly done by bank transfer.

Article 42 Down-payments

1. The persons appointed for a mission with particularly high foreseen expenses may ask for a down-payment of the 70% of the total provisional expenses.

2. The down-payment is asked for to the Treasurer and authorized by the Chairman, with sufficient anticipation in order to allow the operation.

3. When filling in the model in Annex ..., the total down-payment must be reported.

4. In case of annulment of the mission, the entire down-payment must be returned within 15 days since the foreseen starting date of the mission.

Article 43 Expenses for representation

1. The expenses for representation can be made for particular needs of representativeness of the YEBN with respect to guests or authorities of known importance with whom the network creates relationships in its own interest.

2. The Chairman and the Vice-Chairman are pre-emptively authorized to expenses of representation: such expenses can be made by other EB members and TG-leaders with prior request to the Treasurer authorized by the Chairman.

3. The use of funds allocated for such expenses, in the limits of allocations foreseen for related chapters, must be in any case limited to essential occasions and it is subject to monitoring by the GA.

Article 44 Contracts regulations

1. Any contract regarding tasks, purchases, selling and services in general, as well as occasional or continuative collaborations for carrying out particular and needed activities, must be made according to the up-to-date regulations in the country were the work is performed.

2. The expenses are registered in the corresponding chapters of the profit and loss statement, based on resolutions as in Article 34.

3. Public contracting competitions as well as private negotiations are allowed, as decided by the EB, always according to principles of transparency, equity and convenience.

Article 45 Resolutions

The EB deliberates about the contracts to be stipulated, determining the related projects, the aims

and the motivations by which the relationship is necessary, individuating the person appointed for the stipulation.

Article 46 Stipulation of the contract

1. The person appointed for the stipulation of the contract, as delegate of the Chairman and representing the YEBN, must take care of the resolutions of the EB and the particular aspects of the formulation of the contract.

2. The duration, the burdens and the conclusion date must be clearly stated in the contract, and penalties must be foreseen in case of delay when possible, according to contract type.

3. The delegate takes care of the relationships during the ongoing activities and monitors the respect of the contract.

Article 47 Finances and sponsoring coordination

1. YEBN and Institutional Members must not interfere with each other in sponsoring activities;

2. The YEBN and IMs should therefore properly coordinate their sponsoring activities;

3. The general guidelines are:

a. Contacts existing between any sponsor and the IM at the time of its entrance in the YEBN cannot be interfered by YEBN;

b. According to point a, the IM has to yearly provide YEBN with a reasonable and up-to-date blacklist with sponsors not to be contacted by the network: in case the YEBN is not properly informed, no right can be claimed by the IM;

c. As a general rule for contacts established after the signature of the IM agreement, those sponsors with national activities and/or national seats must not be contacted by the YEBN without the permission of the corresponding IM;

d. As a general rule for contacts established after the signature of the IM agreement, those sponsors with international activities and/or international seats must not be contacted by the organisation without the permission of the YEBN. An exception to this rule applies if the sponsoring activity is purely region-based and does not involve any EU aspect;

e. In any of the cases described in the previous points, YEBN and IMs should be enabled to present to sponsors, depending on their nature, the profile and contacts of the other party in order to allow a free option between national and/or international sponsoring;

f. Specific agreement between YEBN and the organisation can be reached to detail these guidelines in specific cases;

4. Both YEBN and IMs cannot share revenues from sponsoring collected in any country, provided that they respected the present guidelines;

5. The YEBN can directly financially support Institutional Member only when a clear project plan is submitted and only for project related to the network activities or to the network development.

SECTION 8 Final regulations

Article 48 IR modification and approval

1. Proposals for modifications of the IR can be taken during an EB meeting according to the article 16.2.b and submitted to the GA;

2. The approval of the IR modifications proposed by the EB is taken by the GA with simple majority of the eligible votes;

3. In case of any change in the GA delegations (article 7) is proposed, the resolution of the GA should be taken according to the article 14 of the Statutes.

Annexes

- I. Institutional Membership Application Form
- II. Institutional Membership Agreement
- III. YEBN International Project Submission Form
- IV. YEBN Project Evaluation Summary Report (ESR)
- V. YEBN International Project Agreement

Institutional Membership Application Form

To the YEBN Chairman

according to the rules as of the YEBN Statutes and the YEBN Internal Regulation (IR), and accepting any outcome of the evaluation process described at the article 3 of the IR.

A) Details on the Organisation

Full legal name

Acronym

Address

Registration number to the local authority (specify which one)

B) Details of the Statutes

Translation in English of the Articles describing: the nature of the applicant,

its governing structure,

aims

type of activities foreseen to reach the aims

Detailed overview of the <u>past</u> relevant projects (please indicate the national/international level, expected impact and results, type of funding, collaborations involved) *4000 characters*

Detailed overview of the <u>ongoing</u> relevant projects (please indicate the national/international level, expected impact and results, type of funding, collaborations involved) 4000 characters

D) The YEBN framework

Development plan within the YEBN framework

(please, provide a 2-year plan of the activities the applicant would like to develop within the YEBNframe, motivating the intention to join the YEBN; provide the essential information on the aims of the activities and give an overview on the cooperation you would like to establish within other YEBN Institutional Members) *5000 characters* (provide a description of the added value you think your organisation would bring into the existing network of organisations) *3000 characters*

Existing relationships with YEBN Institutional Members (please, provide explicit references of any relationships your organisation has with YEBN Institutional Members) 2000 characters

Annexes:

- 1) copy of the duly registered statutes
- 2) translation of the last annual budget

By applying for membership, your organisation is aware of the commitment towards YEBN: in case of acceptance, your board will be asked to ratify a membership agreement as foresaw by the Internal Regulations.

Introduction and Definitions

The present document is intended to clarify the mutual agreements between the YEBN Ltd. and any organisation joining the Network.

According to this scope, the agreement will refer constantly to the Statutes and to the Internal Regulations (IR) of YEBN Ltd. as approved by the General Assembly (GA).

Institutional Members are defined in the Statutes and indicated with "IM": the newcomer IM signing this agreement can be simply referred as "signing organisation" or "organisation". YEBN Ltd. can be also referred as "YEBN" or "the network".

Article 1 Rights and duties of an Institutional Member

1. The signing organisation has the right and duties established by the Statutes and Internal Regulations;

2. Moreover any IM has the right to receive facilities and support from YEBN as specified in article 3.2 of this agreement and the duty to commit the organisation as specified in article 3.1 of this agreement.

Article 2 IM and YEBN Commitment

1. By entering the YEBN, the newcomer organisation accepts a continuous commitment to:

a. Readily exchange up-to-date contacts and information regarding its board members (names, contacts and quick ways to reach them) and human resources in charge of ongoing activities, in order to facilitate and foster direct, immediate and transparent collaborations between the Institutional Members, and between IM and EB;

b. Share and make available to the other parties know-how and experiences, in order to contribute in a mutual way to the reciprocal growth and to the improvement of the activities towards the members of each organization part of the network;

c. Share information on future activity plans in order to allow each IM and the EB to identify the most fruitful areas of possible cooperation, provided the consent of each party;

d. Share aggregated budget information useful to plan possible European projects and grant applications;

e. Send delegates to participate into decisions and contribute to the life and development of the network, especially by assuring the IM is represented in GA and Internal Meetings where a

consultation board is foreseen;

f. Ensure that its own members actively participate in YEBN's Task groups. The minimum required number of members of the IM actively participating in a YEBN Task group depends on the size of the IM:

less than 100 members: at least one IM member per one Task Group of YEBN 100 - 199 members: at least one IM member per two Task Groups of YEBN 200 - 299 members: at least one IM member per three Task Groups of YEBN

300 - 399 members: at least one IM member per four Task Groups of YEBN

400 or more members: at least one IM member per five Task Groups of YEBN

In case that less Task Groups exist than the number of members an IM is committed to send, additional IM members will be distributed evenly among the existing Task Groups.

g. Ensure to provide a suitable candidate for the YEBN Executive Board according to Article 10.3 of the internal regulations.

h. Forward any individual membership request that they cannot accept themselves, e.g. due to language barrier or individual residing too far away from activity locations, to YEBN for assessment of individual membership with YEBN

i. Share information about ongoing activities and events for public communication

2. The YEBN Ltd. is in turn committed to

a. Develop, identify and provide facilities at a European level in order to help the IMs to develop and improve its offer to its members, in terms of discounts, career and scientific services, as well as job opportunities;

b. foster cooperation among the Institutional Members, by helping each IM to contact the others, by helping the IM in identifying areas of cooperation, and by circulating information useful to reach these goals;

c. provide awareness, strategic information and facilities to compete at a European level and to participate in European grant applications together with other YEBN IMs;

d. represent each IM at a European level, by offering a unique voice to the European institutions, provided a continuous work of contacts and agreement with its Institutional Members;

e. involve each Institutional Member in the network decisional processes, by providing discussion opportunities and by sharing at any time strategic information;

f. offer to the IMs an added value useful to compete with other organisations not part of the YEBN;

g. keep and secure a high confidentiality level of the information shared within the network between IMs, in order to assure the highest internal information sharing between IMs and at the same time avoid any release of strategic information which could impact on IM competitiveness;

h. Forward any individual membership application of an individual that resides in the country or region of an IM to the board of this IM and to encourage the individual to join the IM instead.

i. Promote IMs' by publishing information about their activities online.

Article 3 Membership fee

1. According to the article 5.4 of the Statutes, the signing organisation must pay an annual fee as a sustainability budget for the YEBN;

[-----beginning OPTION ONE-----]

2. The annual fee is decided in 1€ (one euro) per each member of the IM; the fee is thus proportional to the size of each IM;

3. The size of signing organisation must be communicated to the EB by the end of April each year and it will be used also to determine the number of delegates to the GA, as specified by the article 7 of the IR

[-----end OPTION ONE-----]

4./6. The EB has the right at any time to verify the size of the organisation with the appropriate means.

Article 4 Representatives and delegates

1. The organisation has the right and the duty to send delegates representing the organisation in any aspect of the social life of the network and in any decisional process, according to the Statutes and the IR.

2. In particular the organisation is aware that:

a. The GA is open to all members and voting rights are given to delegates of each Institutional Member, delegates of each Task Group, delegates of each Project Group, all EB members.

b. Each delegation of an IM is composed according to the article 9.6 of the Statutes and in particular according to the rules established in the article 7.4.c of the IR:

c. the delegation has the right to participate to the GA only if the IM has regularly paid the annual fee, as established by the article 4 of the IR;

3. The organisation has the right and the duty to send delegates to Internal Meetings as defined in the IR, especially when a consultation of the IMs is needed; it this case, since the board is just a support to the EB working activities, the organisation is aware that the decisions of the consultation board are valid independently on the number of IMs taking part to the meeting.

Article 5 Resources

1. By entering the YEBN, the organisation will benefit of the know-how, activities and human resources made available by the other IMs and the network itself;

2. Therefore the signing organisation accepts to contribute to this pool of competencies and facilities by identifying the human resources needed to maintain contacts and cooperation;

3. Provided the YEBN has to support and facilitate participation to the network decisional processes, the organisation will be ready to economically and logistically support its delegations, in the limit of their budget allocations.

Article 6 Mutual promotion activities

1. Both IM and YEBN are committed to mutually promote each other, according to the article XX of the IR;

2. The signing organisation in particular has to highlight its membership status;

3. The YEBN has to highlight the IM membership, in order to stress the added value of being a YEBN member.

Article 7 Finances and sponsoring coordination

1. The sponsoring of the YEBN and the Institutional Members must not interfere each other;

2. The YEBN and IMs should therefore properly coordinate their sponsoring activities, by establishing a contact group between people in charge of sponsoring in each organisation and the YEBN treasures;

3. The YEBN and the organisation's sponsoring activities follow the guidelines indicated in the IR;

4. According to the guidelines, the signing organisation has to yearly provide the YEBN with an up-to-date blacklist indicating the sponsors not to be contacted;

Article 8 Cooperation

1. Cooperation is intended as the close collaboration between two or more IMs within the YEBN frame in order to improve and further develop activities that target their members and that the organisations have (or wish to have) in common;

2. The signing organisation, as stated in the article 3, is committed on cooperation, which is one of the principal motivations for joining the YEBN;

3. The cooperation between IMs is always not exclusive and open to other IMs, provided that they fulfil the requirements to eventually submit project proposals and grant applications;

4. The YEBN actively promotes and logistically support cooperation among IMs, by providing facilities and information and by assuring the cooperation within the YEBN to offer a competitive advantage to its members.

Article 9 Signatures of the Agreement

The present agreement has to be approved by the board of the joining organisation; the agreement must be signed by the legal representative(s) of the organisation and the YEBN, and an original copy should be returned to the YEBN accompanied by a signed copy of the board approval minutes.

The YEBN Secretary	The Secretary of the Organisation
The YEBN Chairman	The Chairman of the Organisation

YEBN International Project Submission Form

Section A: general info about the project

Name of the project

Abstract (up to 1500 characters)

Scheduled starting date	
Scheduled ending date	

Section B: Detailed information on the Project

Impact at the international level (*up to 1500 characters*) (describe the scale of the project activities and the expected outcome on the international scenario; provide sufficient information on which needs in the project idea the YEBN provides an answer) Consortium composition (List the consortium participants)

Involvement of YEBN Institutional Members (*up to 2000 characters*) (describe which participant is an IM, the role foreseen within the project and the activities carried out in order to involve other IMs in the consortium)

Involvement of partner organisations external to the YEBN (*up to 1000 characters*) (detail the involvement of other organisations and their role within the project frame)

Funding available or expected (*up to 1000 character*) (provide sufficient information on the available funds or the plans to attract a suitable amount of funds needed to support the project activities)

The project consortium acknowledges the YEBN will keep any information provided as highly

confidential, and accepts in advance any result of the evaluation process.

Project Evaluation Summary Report (ESR)

Name of the project

A) Evaluation Summary

	Mark	Threshold	Passed
Cooperation and involvement		3	Yes/No
Quality of the project idea		4	Yes/No
International Impact		3	Yes/No
Mobilisation of resources		3	Yes/No
Quality of the management		3	Yes/No
TOTAL		17	Yes/No
(maximum 25)			

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent

B) Overall Evaluation

Has the proposal passed all the evaluation thresholds?

Yes/No

Overall comments (*highlighting strengths and weaknesses, making a synthesis of the detailed comments below and providing the general reasons of the evaluation result*)

C) Detailed evaluation

Criterion 1: Cooperation and involvement

1.1 Is the project capable to stimulate cooperation within the YEBN frame?

1.2 Did the project involve all the potential (and suitable) partners among the YEBN institutional members?

Overall comment on this criterion

Overall Mark (threshold 3/5)

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent

Criterion 2: Quality of the project idea

2.1 Was the project idea clear enough, as far as the goals are concerned?

2.2 Was the project outline clear enough on the expected results?

2.3 Were the proposed action coherent to reach the goals?

Overall comment on this criterion

Overall Mark (threshold 4/5)

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent

Criterion 3: International Impact

3.1 Did the project take into account its international impact?

3.2 Does the expected international impact justify the involvement of the YEBN, in

terms of resources and support?

Overall comment on this criterion

Overall Mark (threshold 3/5)

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent

Criterion 4: Mobilisation of resources

4.1 Does the project have already available economical resources?

4.2 Did the plan identified soundly reachable funding sources?

4.3 Does the project plan include a reliable plan to address funding agencies / partners?

4.4 Do the contractors respect the required standards for the agencies they would like to apply?

Overall comment on this criterion

Overall Mark (threshold 3/5)

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent

Criterion 5: Quality of the management

5.1 Does the project provide a reliable management plan?

5.2 Did the people in charge of the management provide a strong track record, showing their competencies?

5.3 Is the YEBN included, and to which extent, in the management plan?

Overall comment on this criterion

Overall Mark (threshold 3/5)

0=Fails or missing/ incomplete information; 1=Poor; 2=Fair; 3=Good; 4=Very good; 5=Excellent According to the article 21 of the Internal Regulations, the EB conducted this evaluation and concluded that the project proposed CAN BE / CANNOT BE accepted to become a YEBN International Project.

(DATE)

On behalf of YEBN, the YEBN Chairman

YEBN International Project Agreement

Introduction and Definitions

The present agreement is intended to clarify the mutual agreements between the YEBN Ltd. and any organisation or individual participating in a International Project.

According to this scope, the agreement will refer constantly to the Statutes and to the Internal Regulations (IR) of YEBN Ltd. as approved by the General Assembly (GA).

Institutional Members are defined in the Statutes and indicated with "IM", individual members (defined in the Statute too) will be indicated with no achronims..

YEBN Ltd. can be also referred as "YEBN" or "the network".

"Consortium" or "project consortium" is intended as the group of organisations and/or individuals responsible of carrying out the proposed activities, applying for grants and managing the project funding, provided it is not established as a legal entity other than the participant organisations or individuals.

The organisations and single individuals legally responsible of the activities and of the funding administration within the consortium are referred as "contractors".

The "Project Group" (PG), as described in the Statutes and in the IR, is the group of YEBN members representing the project consortium inside the YEBN structure.

Article 1 General provisions

1. A YEBN International Project (IP) is an international initiative aimed at realizing one or more goals, promoted under the name of the YEBN in agreement with the article 3 of the Statute, by individual members, IMs, or both, belonging to 2 or more different countries; the detailed definition refers to the article 20 of the IR;

2. The project consortium, as defined by internal or public agreements, and the participant organisations accept the present agreement in order to be able to use the YEBN infrastructures, the YEBN name and YEBN products and services.

Article 2 Rights and duties of the Project Consortium

1. The YEBN members participating in the project consortium have the rights and duties established by the Statutes;

2. Moreover the consortium has the right to receive facilities and support from YEBN as specified in article 3.2 of this agreement and the duty to commit its participant organisations as specified in article 3.1 of this agreement.

Article 3 Project Consortium and YEBN Commitment

1. By establishing a YEBN International Project, the consortium and its contractors accept a continuous commitment to:

a. readily exchange up-to-date contacts and information regarding people responsible of the project (names, contacts and quick ways to reach them) and human resources in charge of ongoing activities;

b. send delegates to participate into decisions and contribute to the life and development of the network, especially by assuring the PG is represented in GA and IMeet when requested;

c. involve the YEBN EB in any decision affecting the YEBN image or YEBN name and the level or quality of the services provided by the YEBN;

d. share and make available to the YEBN, useful know-how and experiences at the end of the project, in order to contribute to the network growth, provided the respect of any regulation or IPR issue related to the project funding;

2. The YEBN Ltd. is in turn committed to

- a. help the Consortium in identifying possible sources for funding and expertise;
- b. foster cooperation among the Consortium and the Institutional Members;

c. provide awareness, and facilities to compete at a European level together with other YEBN IMs;

d. represent the consortium needs at a European level, if requested by the consortium;

e. involve PG delegates in the network decisional processes, by providing discussion opportunities and by sharing useful information;

f. keep and secure a high confidentiality level of the information shared on the project and project results;

Article 4 Representatives and delegates

1. The PG, as defined in the introduction and in the article 21 of the IR, has the right and the duty to send delegates representing the PG in the aspect of the social life of the network and in the decisional process, where requested by the Statutes and the IR.

2. In particular the consortium and the contractors are aware that:

a. The GA is open to all members and voting rights are given to delegates of each Institutional Member, delegates of each Task Group, delegates of each Project Group, all EB members.

b. Each delegation of a PG is composed according to the article 10.6 of the Statutes and in particular according to the rules established in the article 7.3 of the IR:

c. the delegation has the right to participate to the GA only if the PG has regularly signed

this agreement and no infringement is made;

Article 5 Mutual promotion activities

1. Both the consortium and YEBN are committed to mutually promote each other, according to the article 6 of the IR;

2. The consortium and its contractors in particular have to highlight the project is realized within the YEBN frame and/or in partnership with the YEBN;

3. The YEBN has to highlight the IP, as part of the activities supported by the network.

Article 8 Financial and organisational Autonomy

1. The consortium is financially independent from the YEBN, and it has no rights on the YEBN funding;

2. The consortium is then free to select the sources of funding and the other partners, provided they do not conflict with the YEBN sponsoring guidelines (article 42 of the IR);

3. The YEBN has no right on the internal decisions of the consortium, as far as the activities and strategic decisions are concerned, unless they affect the YEBN image and/or the level or quality of the services provided by the YEBN.

Article 9 IPR and Spin-Off clause

1. The intellectual property arising within a YEBN IP, will be subject to the rules of the funding agencies or funding partners: the project consortium must be committed to safeguard the YEBN share in any agreement to be signed with private partners

2. In case the contractors ratifying or signing this agreement decide to establish the consortium as a legal entity, this newly established organisation must be considered a YEBN Spin-off;

3. In case the contractors will establish a YEBN Spin-off, they accept to follow the rules as of the article 23 and 24 of the YEBN Internal Regulations, and in particular to assign the YEBN a slot of 10% of the shares.

Article 10 Signatures of the Agreement

1. The present agreement has to be signed by the YEBN Chairman and Secretary, and by the Consortium representative, as defined by the internal agreements;

2. The agreement must also be signed by those individuals part of the consortium as physical persons;

3. The agreement must be ratified by the board of each contractor; in order to be effective, this agreement must accompanied by the ratification acts signed by the legal representative(s) of each contractor, i.e. those capable by the Statutes to officially commit their organisation.

Signature

Date and place.....

Organization.....

Name of the person.....

Signature.....