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HOME/2012/ISEC/AG/4000004373



European
Commission

DIRECTORATE-GENERAL HOME AFFAIRS

Directorate C: Schengen

GRANT AGREEMENT FOR AN ACTION WITH MULTIPLE BENEFICIARIES

AGREEMENT NUMBER – HOME/2012/ISEC/AG/4000004373

ABAC number: 30-CE-0609359/00-77

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 the agreement by

Ms Belinda PYKE, Director, Directorate C – Schengen of the Directorate General 'Home Affairs',
of the one part,

and

Garante delle persone sottoposte a misure restrittive della libertà

Via Pio Emanuelli, 1 00143 Rome - Italy

80143490581

hereinafter called "the co-ordinator", represented for the purposes of signature of the agreement by
Mr Angiolo MARRONI,

and the following "co-beneficiaries":

- (1) **Centro nazionale per il contrasto della pedopornografia in internet – established in ITALY**
- (2) **Save the Children Italia ONLUS – established in ITALY**
- (3) **Centro italiano per la promozione della mediazione - Associazione per la gestione pacifica dei conflitti – established in ITALY**

who have conferred powers of attorney for the purposes of the signature of the agreement to the representative of the co-ordinator in the terms set out in Annex V,

collectively "the beneficiaries", and each individually identified as "beneficiary" for purposes of this agreement where a provision applies without distinction to the co-ordinator or a co-beneficiary

of the other part,

HAVE AGREED

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

- Annex I** Description of the action
- Annex II** Estimated budget of the action
- Annex III** Mid-term progress report
- Annex IV** Final technical implementation report and financial statements to be submitted
- Annex V** Mandate(s) conferring powers of attorney from the co-beneficiary (ies) to the coordinator
- Annex VI** Specific conditions related to publicity obligations

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.

The terms of this agreement shall take precedence over the terms set up in the call for proposals and in the Guide for Applicants CIPS/ISEC 2012. Nevertheless, the latter documents shall be used for supplementary purposes.

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 beneficiaries hereby declare that they have taken note of and accept, for the action entitled "**Treatment and diagnostic profile of children sex offenders online for the prevention and fight against**" ("the action").
- I.1.2 The beneficiaries accept the grant and undertake to do everything in their power to carry out the action as described in Annex I, acting on their own responsibility.

ARTICLE I.2 – DURATION

- I.2.1 The agreement shall enter into force on the date when the last party signs.
- I.2.2 The action shall run for **22 months** from **07 January 2014** ("the starting date of the action").

ARTICLE I.3 – ROLE OF THE BENEFICIARIES

- I.3.1 The co-ordinator shall:
- a) have full responsibility for ensuring that the action is implemented in accordance with the agreement;
 - b) be the intermediary for all communication between the co-beneficiaries and the Commission in accordance with Article I.8. Any claims that the Commission might have in respect of the agreement shall be addressed to, and answered by, the co-ordinator, save where specifically stated otherwise in the agreement;
 - c) be responsible for supplying all documents and information to the Commission which may be required under the agreement, in particular in relation to the requests for payment. The co-ordinator shall not delegate any part of this task to the co-beneficiaries or to any other party. Where information from the co-beneficiaries is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Commission;
 - d) inform the co-beneficiaries of any event of which the co-ordinator is aware that is liable to substantially affect the implementation of the action;
 - e) inform the Commission of transfers between headings of eligible costs, as provided in Article I.4.4;
 - f) make the appropriate arrangements for providing the financial guarantee or the joint guarantee of the beneficiaries participating in the action, when requested, under the provisions of Article I.5;

- g) establish the payment requests on behalf of the beneficiaries, detailing the exact share and amount assigned to each beneficiary, in accordance with the agreement, the estimated eligible costs as foreseen in Annex II, and the actual costs incurred. All payments by the Commission are made to the bank account(s) referred to in paragraph 1 of Article I.7;
- h) where designated the sole recipient of payments on behalf of all of the beneficiaries, ensure that all the appropriate payments are made to the co-beneficiaries without unjustified delay in accordance with paragraph 3 of Article I.7 and shall inform the Commission of the distribution of the Union financial contribution between the co-beneficiaries and of the date of transfer;
- i) be responsible, in the event of audits, checks or evaluations, as described in Articles II.20 and II.6, for providing all the necessary documents, including the accounts of the co-beneficiaries, the original accounting documents and signed copies of sub-contracts, if any have been concluded by the beneficiaries in accordance with Article II.9.

I.3.2 The co-beneficiaries shall:

- a) agree upon appropriate arrangements between themselves for the proper performance of the action;
- b) forward to the co-ordinator the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- c) ensure that all information to be provided to the Commission is sent via the co-ordinator, save where the agreement specifically stipulates otherwise;
- d) inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- e) inform the co-ordinator of transfers between headings of eligible costs, as provided in Article I.4.4;
- f) provide the co-ordinator with all the necessary documents in the event of audits, checks or evaluations, as described in Articles II.20 and II.6.

ARTICLE I.4 – BREAKDOWN OF COSTS – FINANCING THE ACTION

- I.4.1 The total cost of the action is estimated at **EUR 253.500,00** as shown in the estimated budget in Annex II. The estimated budget shall give a detailed breakdown of the costs that are eligible for Union funding under the terms of Article II.14, of any other costs that the action may entail, and of all receipts, so that receipts and costs balance.

The estimated budget in Annex II shall include a table indicating the breakdown of estimated eligible costs and receipts between each beneficiary. The table shall be agreed collectively by the beneficiaries and shall be deemed to form an integral part of the estimated budget of the agreement.

- I.4.2 The total eligible costs of the action for which the Union grant is awarded are estimated at **EUR 253.500,00**, as shown in the estimated budget in Annex II.

Indirect costs are eligible for flat-rate funding of **5,85%** of the total direct costs eligible, subject to the conditions laid down in Article II.14.3. The amount of this flat rate financing cannot exceed EUR 50.000.

- I.4.3 The Commission shall contribute a maximum of **EUR 226.300,00** equivalent to **89,27 %**

of the estimated total eligible costs indicated in paragraph 2. The final amount of the grant shall be determined as specified in Article II.17, without prejudice to Article II.19.

The Union grant may not finance the entire costs of the action. 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. The Commission does not accept that the external co-financing referred to above should be partially or entirely made up of contributions in kind, notwithstanding the provisions of article II.14.5.

- I.4.4 By way of derogation from Article II.13, the co-ordinator may, in agreement with the co-beneficiaries, when carrying out the action, adjust the estimated budget by transfers between headings of eligible costs, provided that this adjustment of expenditure does not affect implementation of the action and the transfer between headings does not exceed 10% of the amount of each heading of estimated eligible costs for which the transfer is intended, and without exceeding the total eligible costs indicated in paragraph 2. The co-ordinator shall inform the Commission in writing.

ARTICLE I.5 – PAYMENT ARRANGEMENTS

I.5.1 Pre-financing

Within 30 days **from the date when the last party signs the agreement**, a pre-financing payment of **EUR 135.780,00** shall be made to the co-ordinator, representing 60% of the amount specified in Article I.4.3.

I.5.2 Interim Payment

Articles II.15.2 and II.15.3 are not applicable.

I.5.3 Payment of the balance

The request for payment of the balance shall be accompanied by the final technical implementation report and financial statement, including a consolidated statement and a breakdown between each beneficiary, specified in Article II.15.4 **and by a certificate on the action's financial statements and underlying accounts for each amount exceeding 100.000 EUR per beneficiary, produced by an approved auditor or a competent and independent public officer (in the case of public bodies).**

The Commission shall have 90 days to approve or reject the report and to pay the balance in accordance with Article II.17, or to request additional supporting documents or information under the procedure laid down in Article II.15.4. The co-ordinator shall have 30 calendar days in which to submit additional information or a new report.

The Commission may suspend the period for payment in accordance with the procedure in Article II.16.2.

ARTICLE I.6 – SUBMISSION OF REPORTS AND OTHER DOCUMENTS

- I.6.1 The provisions relating to the submission of the mid-term progress report are contained in Annex III.

The progress report on the action's implementation must be submitted by the co-ordinator at the latest by project mid-term.

- I.6.2 The provisions relating to the submission of the technical implementation report, financial statements and other documents referred to in Article I.5 are contained in Annex IV.

The final technical implementation reports, financial statements and other documents referred to in Article I.5 must be submitted by the co-ordinator in two paper copies, if possible in English within three months following the closing date of the action specified in Article I.2.2.

An electronic version of all reports, surveys, CD-ROMs, DVDs and other documents produced within the framework of the project must also be provided.

The financial statement shall follow the structure of the estimated budget and use the same description of the headings as per the estimate budget.

ARTICLE I.7 – BANK ACCOUNT

- I.7.1 All payments shall be made to the co-ordinator's bank account or sub-account denominated in euros, as indicated below:

Name of bank: Unicredit S.p.A.

Address of branch: Via della Pisana, 1301 – 00163 Rome, Italy

Precise denomination of account holder: Consiglio regionale del Lazio

Full account number (including bank codes): 0200805105000400000653

IBAN account code: IT57W0200805105000400000653

- I.7.2. This account or sub-account must identify the payments made by the Commission.

By way of derogation from Article II.16.4 interest yielded by pre-financing is not due to the Commission

- I.7.3. Within 45 days of the day on which the bank account under I.7.1 has been credited, the co-ordinator shall transfer to each co-beneficiary the amounts corresponding to their participation in the action in accordance with their pro rata share of the estimated costs as defined in the breakdown in Annex II when pre-financing payments are made, and their share of validated costs actually incurred when other payments are made.

ARTICLE I.8 – GENERAL ADMINISTRATIVE PROVISIONS

- I.8.1. Any communication addressed to the Commission in connection with the agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Commission:

European Commission

Directorate-General Home Affairs

Head of Unit C4 – Internal Security Fund

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Directorate C: Schengen

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Ms Belinda PYKE, Director, Directorate C – Schengen of the Directorate General 'Home Affairs',
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who have conferred powers of attorney for the purposes of the signature of the agreement to the representative of the co-ordinator in the terms set out in Annex V,

collectively "the beneficiaries", and each individually identified as "beneficiary" for purposes of this agreement where a provision applies without distinction to the co-ordinator or a co-beneficiary

I.11.3 The beneficiary shall have the right of recourse at any time to the European Data Protection Supervisor.

I.11.4 Where the agreement requires the processing of personal data by the beneficiary, the beneficiary may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

I.11.5 The beneficiary shall limit access to the data to the staff strictly necessary for the implementation, management and monitoring of the agreement.

I.11.6 The beneficiary undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - i) unauthorised reading, copying, alteration or removal of storage media;
 - ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.12 – OTHER SPECIAL CONDITIONS

I.12.1 Exchange rate applicable for the conversion of currencies into euro

Payments shall be made by the Commission in euro. The co-ordinator shall submit the payment requests in accordance with article I.5.3, including the underlying financial statements, in euro. By way of derogation from article II.16.1, any conversion of actual costs into euro shall be made by the beneficiary at the monthly accounting rate established by the Commission and published on its website applicable on the day when the cost was incurred.

I.12.2 Costs of EU officials and organisations receiving operating grants

The payment of honoraria, fees or the reimbursement of costs incurred due to the participation in the project of civil servants (including national experts, other agents or staff) of the Institutions of the European Union may not be charged to the budget of the project.

For EU Agencies, if such costs are incurred, the costs are only eligible if the regular budget of the organisation does not cover these costs and the tasks are not listed in the statutory annual work programme of the organisation.

Costs incurred due to the participation of staff members of bodies receiving an operating grant from the budget of the European Union may not be charged to the budget of the project.

I.12.3 Award of sub-contracts

Where the value of the procurement contract awarded in accordance with the provisions of Article II.9 of the General Conditions exceeds € 60 000, the beneficiaries shall, in addition to the provisions laid down in Article II.9, abide by the following rule: a minimum of 5 potential contractors in the relevant field will be requested to submit an offer.

I.12.4 Daily allowances

Daily allowances cannot exceed the maxima amounts set out by the Commission under Section 4.3.2.2 in the Guide for Applicants CIPS/ISEC 2012.

II – GENERAL CONDITIONS

PART A – LEGAL AND ADMINISTRATIVE PROVISIONS

ARTICLE II.1 – LIABILITY

- II.1.1 The beneficiaries shall be responsible for complying with any legal obligations incumbent on them.
- 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 during the action's execution. 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 beneficiaries shall make good any damage sustained by the Commission as a result of the execution or faulty execution of the action.
- II.1.4 The beneficiaries shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the action is being carried out.

ARTICLE II.2 – CONFLICT OF INTERESTS

- II.2.1 The beneficiaries undertake to take all the necessary measures to prevent any risk of conflicts of interests which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- II.2.2 Any situation constituting or likely to lead to a conflict of interests during the performance of the agreement must be brought to the attention of the Commission, in writing, without delay. The beneficiaries 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 beneficiaries take additional measures, if necessary, within a certain time.

ARTICLE II.3 – OWNERSHIP/USE OF THE RESULTS

- II.3.1 Unless stipulated otherwise in this agreement, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the beneficiary.
- II.3.2 Without prejudice to paragraph 1, the beneficiary grants the Commission the right to make free use of the results of the action as it deems fit, and, in particular, to display, reproduce by

any technical procedure, translate or communicate the results of the action by any medium, including on the Europa website, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

- II.3.3 Where industrial and intellectual property rights, including rights of third parties, exist prior to the agreement being entered into ("pre-existing intellectual property rights"), the beneficiary shall establish a list which shall specify all rights of ownership and use in the pre-existing intellectual property rights and disclose it to the Commission at the latest prior to the commencement of implementation. The beneficiary shall ensure that it has all rights to use any pre-existing intellectual property rights in implementation of the agreement

ARTICLE II.4 – CONFIDENTIALITY

The Commission and the beneficiaries 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 closing date of the action.

ARTICLE II.5 – PUBLICITY

- II.5.1 Unless the Commission requests otherwise, any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually about the action, including at a conference or seminar, shall indicate that the action has received funding from the Union.

Any communication or publication by the beneficiaries collectively or any one of the beneficiaries individually, 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.5.2 The beneficiaries authorise the Commission to publish the following information in any form and medium, including via the Internet:

- the beneficiaries' names and addresses,
- the subject and purpose of the grant,
- the amount granted and the proportion of the action's total cost covered by the funding.

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

ARTICLE II.6 – EVALUATION

Whenever the Commission carries out an interim or final evaluation of the action's impact measured against the objectives of the Union programme concerned, the co-ordinator with the support of the co-beneficiaries undertake to make available to the Commission and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed and to give

them the rights of access specified in Article II.20.

ARTICLE II.7 – SUSPENSION

- II.7.1 The co-ordinator, in agreement with the co-beneficiaries, may suspend implementation of the action if exceptional circumstances make this impossible or excessively difficult, notably in the event of *force majeure*. The co-ordinator shall inform the Commission without delay, giving all the necessary reasons and details and the foreseeable date of resumption.
- II.7.2 If the Commission does not terminate the agreement under Article II.11.3, the beneficiaries shall resume implementation of the action as initially planned once circumstances allow and the co-ordinator shall inform the Commission accordingly. The duration of the action might be extended by a period equivalent to the length of the suspension. In accordance with Article II.13, a supplementary written agreement shall be concluded to extend the duration of the action and to make any amendments that may be necessary to adapt the action to the new implementing conditions.

ARTICLE II.8 – FORCE MAJEURE

- II.8.1 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents 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.8.2 A party faced with *force majeure* shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- II.8.3 The party faced with *force majeure* shall not be held in breach of his obligations under the agreement if he's prevented from fulfilling them by *force majeure*. The parties shall make every effort to minimise any damage due to *force majeure*.
- II.8.4 The action may be suspended in accordance with Article II.7.

ARTICLE II.9 – AWARD OF CONTRACTS

- II.9.1 If the beneficiaries have to conclude contracts in order to carry out the action and they constitute costs of the action under a heading of eligible direct costs in the estimated budget, they shall award the contract to the bid offering best value for money, in doing so they shall take care to avoid any conflict of interests.
- II.9.2 Contracts as referred to in paragraph 1 may be awarded only in the following cases:
- a) they may only cover the execution of a limited part of the action;
 - b) recourse to the award of contracts must be justified having regard to the nature of the

action and what is necessary for its implementation;

- c) the tasks concerned must be set out in 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 action is under way, if not provided for in the initial grant application, shall be subject to prior written authorisation by the Commission;
- e) the beneficiaries shall retain sole responsibility for carrying out the action and for compliance with the provisions of the agreement. The beneficiaries 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 beneficiaries must undertake to ensure that the conditions applicable to them under Articles II.1, II.2, II.3, II.4, II.5, II.6, II.10 and II.20 of the agreement are also applicable to the contractor.

ARTICLE II.10 – ASSIGNMENT

II.10.1 Claims for payments to be carried out by the Commission may not be transferred.

II.10.2 In exceptional circumstances, where the situation warrants it, the Commission may authorise the assignment to a third party of the agreement and payments flowing from it, following a written request to that effect, giving reasons, from the co-ordinator in agreement with the co-beneficiaries. If the Commission agrees, it must make its agreement known in writing to the co-ordinator 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.10.3 In no circumstances shall such an assignment release the beneficiaries from their obligations to the Commission.

ARTICLE II.11 – TERMINATION OF THE AGREEMENT

II.11.1 Termination by the co-ordinator

In duly justified cases, the co-ordinator, in agreement with the co-beneficiaries, may withdraw the beneficiaries' 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 agreement shall be deemed to have been terminated improperly, with the consequences set out in the fourth subparagraph of paragraph 5.

II.11.2 Termination of the participation of a beneficiary

In duly justified cases, the co-ordinator may request to terminate the participation of a co-beneficiary by giving 60 days written notice. The co-ordinator shall include with any such request to the Commission the remaining beneficiaries' proposal to reallocate the tasks of that co-beneficiary

or where relevant to nominate a replacement, the reasons for the termination of the participation and the opinion of the co-beneficiary whose participation is requested to be terminated.

In duly justified cases, any co-beneficiary may request the termination of his participation in the agreement. The request must be submitted to the Commission by the co-ordinator by giving 60 days written notice stating the reasons.

If no reasons are given or if the Commission does not accept the reasons, the participation shall be deemed to have been terminated improperly, with the consequences set out in the fifth subparagraph of paragraph 5.

The termination of the participation of the co-beneficiary concerned shall take effect on the date of the Commission's approval.

A written additional agreement shall be concluded to make any amendments necessary to adapt the action to the new implementing conditions resulting from the partial termination.

II.11.3 Termination by the Commission

The Commission may decide to terminate the agreement or the participation of any one or several beneficiaries participating in the action 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.8, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.7;
- (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 any other similar proceedings concerning those matters, or is in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of professional misconduct;
- (f) if the beneficiary has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
- (g) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (h) where the Commission has evidence or seriously suspects the beneficiary or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the

performance of the grant;

- (i) if the beneficiary has made false declarations 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.11.4 Termination procedure

The procedure is initiated by registered letter, with acknowledgement of receipt or equivalent. The co-ordinator shall ensure that all beneficiaries are duly informed.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) above of paragraph 3, the co-ordinator, in consultation with the co-beneficiaries, shall have 30 days to submit observations and take any measures necessary to ensure continued fulfilment of the beneficiaries' obligations under the agreement. If the Commission fails to confirm acceptance of these observations by giving written approval within 30 days of receiving them, the procedure shall continue to run.

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

Where notice is not given in the cases referred to in points (c), (f) and (i) of paragraph 3, termination shall take effect from the day following the date on which notification of the Commission's decision to terminate the agreement or the participation of a beneficiary is received.

II.11.5 Effects of termination

In the event of termination of the agreement, payments by the Commission shall be limited to the eligible costs actually incurred by the beneficiaries up to the date when termination takes effect, in accordance with Article II.17. Costs relating to current commitments that are not due to be executed until after termination shall not be taken into account.

The co-ordinator shall have 60 days from the date when termination of the agreement takes effect, as notified by the Commission, to produce a request for final payment, in accordance with Article II.15.4. If no request for final payment is received within this time limit, the Commission shall not reimburse the expenditure incurred by the beneficiaries up to the date of termination and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

Where termination affects the participation of a beneficiary, only those eligible costs actually incurred by the beneficiary concerned up to the date when termination of his participation takes effect, in accordance with Article II.17 shall be considered eligible. Costs relating to current commitments that were not due to be executed until after termination shall not be taken into account. The request for payment of the eligible costs incurred up to the date when the termination of the participation of the beneficiary concerned takes effect shall be included in the following

payment request due according to the schedule laid down in Article I.6.

By way of exception, at the end of the period of notice referred to in paragraph 4, where the Commission is terminating the agreement on the grounds that the co-ordinator has failed to produce the final technical implementation report and financial statement within the deadline stipulated in Article I.6 and the co-ordinator 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 beneficiaries up to the date on which the action ended and it shall recover any amount if its use is not substantiated by the technical implementation reports and financial statements approved by the Commission.

By way of exception, in the event of improper termination of the agreement by the co-ordinator, or a beneficiary's participation in the action, or termination by the Commission on the grounds set out in points (e), (f) or (g) of paragraph 3, the Commission may require the partial or total repayment of sums already paid under the agreement on the basis of technical implementation reports and financial statements approved by the Commission, in proportion to the gravity of the failings in question and after allowing the co-ordinator, and where relevant co-beneficiaries concerned, to submit their observations.

ARTICLE II.12 – FINANCIAL PENALTIES

II.12.1 By virtue of the Financial Regulation applicable to the general budget of the European Communities, any one or several of the beneficiaries declared to be in grave breach of their obligations under the agreement shall be liable to financial penalties of between 2% and 10% of the value of their share of the grant in question, with due regard for the principle of proportionality.

II.12.2 This rate may be increased to between 4% and 20% in the event of a repeated breach in the five years following the first.

II.12.3 The beneficiary concerned shall be notified in writing of any decision by the Commission to apply such financial penalties.

ARTICLE II.13 – SUPPLEMENTARY AGREEMENTS

II.13.1 Any amendment to the grant conditions must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.13.2 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.13.3 Where the request for amendment is made by the co-ordinator, in agreement with the co-beneficiaries, he must send the request to the Commission in good time before it is due to take effect and at all events two months before the closing date of the action, except in cases duly substantiated by the co-ordinator and accepted by the Commission.

PART B – FINANCIAL PROVISIONS

ARTICLE II.14 – ELIGIBLE COSTS

II.14.1 Eligible costs of the action are costs actually incurred by the beneficiary, which meet the following criteria:

- they are incurred during the duration of the action as specified in Article I.2.2 of the agreement, with the exception of costs relating to final reports and certificates on the action's 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 action;
- they are necessary for the implementation of the action which is the subject of the grant;
- they are identifiable and verifiable, in particular being recorded in the accounting records of a 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 beneficiaries' internal accounting and auditing procedures must permit direct reconciliation of the costs and revenue declared in respect of the action with the corresponding accounting statements and supporting documents.

II.14.2 The eligible direct costs for the action are those costs which, with due regard for the conditions of eligibility set out in Article II.14.1, are identifiable as specific costs directly linked to performance of the action and which can therefore be booked to it direct. In particular, the following direct costs are eligible provided that they satisfy the criteria set out in the previous paragraph:

- the cost of staff assigned to the action, comprising actual salaries plus social security charges and other statutory costs included in the remuneration, provided that this does not exceed the average rates corresponding to the 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 taking part in the action, provided that they are in line with the beneficiary's usual practices on travel costs and 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 duration of the action and the rate of actual use for the purposes of the action may be taken into account by the Commission, except where the nature and/or the context of its use justifies different treatment by the Commission;
- costs of consumables and supplies, provided that they are identifiable and assigned to the action;
- costs entailed by other contracts awarded by a beneficiary for the purposes of carrying out the action, provided that the conditions laid down in Article II.9 are met;
- costs arising directly from requirements imposed by the agreement (dissemination of information, specific evaluation of the action, audits, translations, reproduction, etc.), including the costs of any financial services (especially the cost of financial guarantees). Such costs may also include specific costs incurred by the co-ordinator for fulfilling his responsibilities in his capability of the body responsible for the overall management of the action and the co-ordination of the beneficiaries.

II.14.3 The eligible indirect costs for the action are those costs which, with due regard for the conditions of eligibility described in Article II.14.1, are not identifiable as specific costs directly linked to performance of the action which can be booked to it direct, but which can be identified and justified by the co-ordinator or a co-beneficiary using their accounting system as having been incurred in connection with the eligible direct costs for the action. They may not include any eligible direct costs.

By way of derogation from Article II.14.1, the indirect costs incurred in carrying out the action may be eligible for flat-rate funding fixed at not more than 7% of the total eligible direct costs. If provision is made in Article I.4.2 for flat-rate funding in respect of indirect costs, they need not be supported by accounting documents.

II.14.4 The following costs shall not be considered eligible:

- return on capital;
- debt and debt service charges;
- provisions for losses or potential future liabilities;
- interest owed;
- doubtful debts;
- exchange losses;
- VAT, unless the beneficiary can show that he is unable to recover it according to the applicable national legislation. VAT paid by public bodies is not an eligible cost;
- costs declared by a beneficiary and covered by another action or work programme receiving a Union grant;
- excessive or reckless expenditure.

II.14.5 Contributions in kind shall not constitute eligible costs. However, the Commission can accept, in duly substantiated exceptional cases, that the co-financing of the action referred

to in Article I.4.3 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 action as ineligible costs and in receipts from the action as co-financing in kind. The beneficiaries shall undertake to obtain these contributions as provided for in the agreement.

II.14.6 By way of derogation from paragraph 3, indirect costs shall not be eligible under a grant for an action awarded to a beneficiary who already receives an operating grant from the Commission during the period in question.

ARTICLE II.15 – REQUESTS FOR PAYMENT

Payments shall be made in accordance with Article I.5 of the Special Conditions.

II.15.1 – PRE-FINANCING

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

Where required by the provisions of Article I.5 on pre-financing, the co-ordinator shall furnish a financial guarantee from a bank or an approved financial institution established in one of the Member States of the Union.

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

The financial guarantee shall provide that it remains in force until the pre-financing is cleared against interim payment(s) or payment of the balance by the Commission to the co-ordinator or, in the absence of such clearing, three months after a recovery is notified to the co-ordinator by which the Commission asks him to repay the pre-financing. The Commission undertakes to release the guarantee within the following month.

II.15.2 – FURTHER PRE-FINANCING PAYMENTS

Where pre-financing is divided into several instalments, the co-ordinator may request a further pre-financing payment once the percentage of the previous payment specified in the provisions of Article I.5 on further pre-financing has been used up. The request shall be accompanied by the following documents:

- a detailed statement of the eligible costs actually incurred, including a consolidated statement and a breakdown between each beneficiary;
- where required by the above-mentioned provisions of Article I.5, a financial guarantee

in accordance with paragraph 1;

- where required by the above-mentioned provisions of Article I.5, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5;
- any other documents in support of his request that may be required 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.6 and the Annexes.

II.15.3 – INTERIM PAYMENTS

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

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for interim payment accompanied by the following documents:

- an interim report on implementation of the action;
- an interim financial statement of the eligible costs actually incurred, following the structure of the estimated budget, including a consolidated statement and a breakdown between each beneficiary;
- where required by the provisions of Article I.5 on interim payment, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiaries 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.6 and the annexes. The co-ordinator 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.5 in order to:

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

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

correctness of the declarations and information they contain.

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 co-ordinator shall be informed of that request and the extension of the time limit for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

Extension of the time limit 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.11.3(b).

II.15.4 – PAYMENT OF THE BALANCE

Payment of the balance, which may not be repeated, is made after the end of the action on the basis of the costs actually incurred by the beneficiaries in carrying out the action. It may take the form of a recovery order where the total amount of earlier payments is greater than the amount of the final grant determined in accordance with Article II.17.

By the appropriate deadline indicated in Article I.6, the co-ordinator shall submit a request for payment of the balance accompanied by the following documents:

- a final report on the implementation of the action;
- a final financial statement of the eligible costs actually incurred, following the structure of the estimated budget , including a consolidated statement and a breakdown between each beneficiary;
- a full summary statement of the receipts and expenditure of the action including a consolidated statement and a breakdown between each beneficiary;
- where required by the provisions of Article I.5 on payment of the balance, a certificate on the action's financial statements and underlying accounts, produced by an approved auditor or in case of public bodies, by a competent and independent public officer, for each beneficiary as specified under Article I.5. The certificate shall certify, in accordance with a methodology approved by the Commission, that the costs declared by the beneficiaries 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 provisions of Article I.6 and the annexes. The co-ordinator 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.5 in order to:

- approve the final report on implementation of the action;
- ask the co-ordinator 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.

Failure to provide the financial statement following the structure of the estimated budget and using the same description of the headings as per the estimate budget entails the rejection of the report.

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

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 co-ordinator shall be informed of that request and the extension of the time limit for scrutiny by means of a formal document. The co-ordinator shall have the period laid down in Article I.5 to submit the information or new documents requested.

Extension of the time limit 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.11.3(b).

II.15.5 Payment currency and costs of transfers

Costs of the transfers are borne in the following way:

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

ARTICLE II.16 – GENERAL PROVISIONS ON PAYMENTS

II.16.1 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.16.2 The Commission may suspend the period for payment laid down in Article I.5 at any time by notifying the co-ordinator that his request for payment cannot be met, 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 financial statement are not eligible and additional checks are being

conducted.

The Commission may also suspend its payments at any time if a 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.20.

The Commission shall inform the co-ordinator as soon as possible of any such suspension by registered letter with advice of delivery or equivalent, setting out the reasons for suspension

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

- II.16.3 On expiry of the period for payment specified in Article I.5, and without prejudice to paragraph 2 of this Article, the beneficiaries are entitled to late payment at the rate applied by the European Central Bank for its main refinancing operations in euros, plus three and a half points; the reference rate to which the increase applies shall be the rate in force on the first day of the month of the final date for payment, as published in the C series of the Official Journal of the European Union. This provision shall not apply to recipients of a grant which are public authorities of the Member States of the European Union.

Interest on late payment shall cover the period from the final date for payment, exclusive, up to the date of payment as defined in paragraph 1, inclusive. The interest shall not be treated as a receipt for the action for the purposes of determining the final grant within the meaning of Article II.17.4. 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.16.4 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 beneficiaries. The interest shall not be treated as a receipt for the action within the meaning of Article II.17.4.

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.15.4, or is generated by pre-financing referred to in the previous subparagraph, the Commission shall recover it in accordance with Article II. 8.

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

- II.16.5 The co-ordinator shall have two months from the date of notification by the Commission of

the final amount of the grant determining the amount of the payment of the balance or the recovery order pursuant to Article II.17, 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 beneficiaries' right to appeal against the Commission's decision pursuant to Article I.9. Under the terms of Union legislation in this matter, such appeals must be lodged within two months following the notification of the decision to the applicant or, failing that, following the date on which the applicant learned of the decision.

ARTICLE II.17 – DETERMINING THE FINAL GRANT

- II.17.1 Without prejudice to information obtained subsequently pursuant to Article II.20, the Commission shall adopt the amount of the final payment to be granted to the beneficiaries on the basis of the documents referred to in Article II.15.4 which it has approved.
- II.17.2 The total amount paid by the Commission may not in any circumstances exceed the maximum amount of the grant laid down in Article I.4.3, even if the total actual costs eligible exceed the estimated total eligible costs specified in Article I.4.2.
- II.17.3 If the actual eligible costs when the action ends are lower than the estimated total eligible costs, the Commission's contribution shall be limited to the amount obtained by applying the Union grant percentage specified in Article I.4.3 to the actual eligible costs approved by the Commission.
- II.17.4 The beneficiaries hereby agree that the grant shall be limited to the amount necessary to balance the action's receipts and expenditure and that it may not in any circumstances produce a profit for them.

Profit shall mean any surplus of total actual receipts attributable to the action over the total actual costs of the action. 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 co-ordinator for financing other than the Union grant, to which shall be added the amount of the grant determined by applying the principles laid down in paragraphs 2 and 3 of this article. For the purposes of this article, only actual costs falling within the categories set out in the estimated budget referred to in Article I.4.1 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.17.5 Without prejudice to the right to terminate the agreement under Article II.11, and without prejudice to the right of the Commission to apply the penalties referred to in Article II.12, if the action is not implemented or is implemented poorly, partially or late, the Commission may reduce the grant initially provided for in line with the actual implementation of the action on the terms laid down in the agreement.

- II.17.6 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 beneficiaries. 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.18 – FINANCIAL RESPONSIBILITY

- II.18.1 The beneficiaries agree to be irrevocably and unconditionally, jointly and severally responsible for any amount due to the Commission by one of them which could not be honoured by the latter. The amount due to the Commission will not exceed the maximum value of the contribution that could be granted to the beneficiaries in accordance with Article I.4.3, increased where applicable by interest on late payment.
- II.18.2 The beneficiaries are not jointly responsible for financial penalties which could be imposed on any defaulting beneficiary in accordance with Article II.12.

ARTICLE II.19 – RECOVERY

- II.19.1 Where an amount, paid by the Commission to the co-ordinator in his capacity of recipient of all payments, is to be recovered under the terms of the agreement, the co-ordinator undertakes to repay the Commission the sum in question, on whatever terms and by whatever date it may specify, even if he has not been the final recipient of the amount due. In the latter case, if payment has not been made by the due date, the Commission reserves the right to recover directly the amount due from the final recipient.

Where such an amount to be recovered under the terms of the agreement was directly paid by the Commission to a beneficiary, or if recovery is justified under Article II.12 of the agreement, the beneficiary concerned undertakes to pay the Commission the sum in question, on whatever terms and by whatever date it may specify.

- II.19.2 If the obligation to pay the amount due is not honoured by the date set by the Commission, the amount due shall bear interest at the rate indicated in Article II.16.3. 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.19.3 If payment has not been made by the due date, sums owed to the Commission may be recovered by offsetting them against any sums owed to the beneficiary, in cases where the beneficiary also has a claim on the Union, 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.15.1. 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.19.4 Bank charges occasioned by the recovery of the sums owed to the Commission shall be borne by the concerned beneficiary.
- II.19.5 The beneficiaries understand that under Article 299 of the Treaty on the functioning of the European Union, the Commission may adopt an enforceable decision formally establishing an amount as receivable from persons other than States. An action may be brought against such decision before the General Court of the European Union.

ARTICLE II.20 – CHECKS AND AUDITS

- II.20.1 The co-ordinator undertakes to provide any detailed information requested by the Commission or by any other outside body authorised by the Commission to check that the action and the provisions of the agreement are being properly implemented. Where the Commission so wishes, it may request such information to be provided directly by a co-beneficiary.
- II.20.2 The beneficiaries 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, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.
- II.20.3 The beneficiaries agree 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.20.4 The beneficiaries undertake to allow Commission staff and outside personnel authorised by the Commission the appropriate right of access to sites and premises where the action is carried out and to all the information, including information in electronic format, needed in order to conduct such audits.
- II.20.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EC) No 1073/1999 of the European Parliament and the Council, the European Anti-Fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the Commission.
- II.20.6 The Court of Auditors shall have the same rights as the Commission, notably right of access, as regards checks and audits.

SIGNATURES

For the co-ordinator

Angiolo MARRONI

Garante

Signature and date



Done at Rome , 17/12/2013

For the Commission

Belinda PYKE

Director

Signature and date

Done at Brussels,

In duplicate in English

2. INFORMATION ABOUT THE PROJECT FOR WHICH THE FINANCIAL ASSISTANCE IS REQUIRED

2.1 General project information

2.1.1 Project Title (in original language):

Trattamento e profilo diagnostico degli autori di reati sessuali a danno di minori on line per la prevenzione e il contrasto

2.1.1.1 Project Title* (EN):

Treatment and diagnostic profile of children sex offenders online for the prevention and fight against

2.1.2 Acronym/Short title*:

ACSE

2.1.3 Duration (MAX 24 MONTHS)*:

22 months

2.1.4 List of partners involved in this project

	Name of organisation	Contact person	Country	Address	Profit-oriented	Partnership declaration
Applicant organisation/coordinator:						
0	Garante delle persone sottoposte a misure restrittiva della libertà	Giuseppe D'Agostino	IT	via Pio Emanuelli, n.1 - 00143 Roma	<input type="checkbox"/>	<input type="checkbox"/>
Web site: http://www.garantedetenutilazio.it/						
Co-beneficiaries:						
1	Centro Nazionale per il Contrasto della Pedopornografia in Internet	Elvira D'Amato	IT	via Tuscolana n. 1548 - 00173 Roma	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Web site: http://ziotech.it/poliziapostale.html?url=det						
2	Save the children	Silvia Allegro	IT	via Voltorno, n. 58 - 00185 Roma	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Web site: http://www.savethechildren.it/						
3	Centro Italiano per la Promozione della Mediazione	Paolo Giulini	IT	via Correggio, n. 1 - 20149 Milano	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Web site: http://www.cipm.it/						
4			BE		<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
5					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
6					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
7					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						

8					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
9					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
10					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
11					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
12					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
13					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
14					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						

	Name of organisation	Contact person	Country	Address	Profit-oriented	Partnership declaration
Associate Partners/on a non EU-funded basis:						
i	Dipartimento dell'Amministrazione Penitenziaria	Luigi Pagano	IT	Largo Daga, n. 2 - 00164 Roma	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Web site: http://www.giustizia.it/giustizia/it/mg_12_3.wp						
ii	European Development Service ASBF	Alberto Biolcati Rinaldi	BE	rue Franklin, n. 136 - 1000 Bruxelles	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Web site: http://www.eds-be.eu/						
iii					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
iv					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
v					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
vi					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						

vii					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
viii					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
ix					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						
x					<input type="checkbox"/>	<input type="checkbox"/>
Web site:						

CONFORMITY CRITERION

2.1.5 To which specific objective of the ISEC Programme does this project refer? (max 2 selections)*

- To stimulate, promote and develop horizontal methods and tools necessary for strategically preventing and fighting crime and guaranteeing security and public order
- To promote and develop coordination, cooperation and mutual understanding among law enforcement agencies, other national authorities and related Union bodies
- To promote and develop best practices for the protection of and support to witnesses
- To promote and develop best practices for the protection of crime victims

2.1.6 To which priority of the General Call in the point 3.1 does this project refer to?*

1. Projects on measures concerning the threat posed by possible use by terrorists of **Chemical, Biological, Radiological and Nuclear materials**, as well as **Explosives**, including measures related to awareness raising, the development of standards, improving information exchange mechanisms, conducting exercises and training, detection, raising security capacity, networking and other activities in line with the **EU Action Plans on CBRN and Explosives**;
2. Projects on **radicalisation leading to terrorism** and the protection of **victims of terrorism**. This call will consist of **2 separate groups of actions** which should **aim at**:
- (a) countering the phenomenon of radicalisation leading to terrorism, including addressing the motivations of terrorists, strengthening civil society engagement at the grass-roots level; developing strategic communications strategies to counter extremist narratives and ideologies offering alternatives to terrorist narratives; and identifying best practices in the prevention of violent radicalisation and in enabling disengagement and rehabilitation; and
- (b) protecting victims of terrorism, including promoting and supporting the dissemination of terrorist victims' testimonies, providing platforms and appropriate media training for victims in order to delegitimise the violent narrative of terrorists;
3. Projects on trafficking in human beings: Prevention (demand and supply reduction), protection of, support and assistance to victims, prosecution and investigation of offenders,
- coordination and cooperation mechanisms, establishment of partnerships, training of officials likely to come into contact with victims and the use of information and communication technologies, including social networks online in the trafficking process, operational cooperation on new forms of trafficking;
4. Projects on sexual exploitation of children, illegal use of Internet and cybercrime⁸: Supporting prevention and fight sexual exploitation and abuse of children, in particular but not exclusively in the on-line environment, and promoting cooperation between law enforcement, private sector and civil society for that purpose
- Supporting co-operation, including training, between experts, private sector and law enforcement authorities on understanding and combating fraud (including identity fraud) and illegal trade on the internet and other types of illegal activities; actions against illegal content and other cybercrimes, which may incite violent and other serious behaviours; co-operation to develop and exchange efficient methods of detecting illegal content, such as racist and xenophobic content as well as terrorist content;
5. Projects on Financial and economic crime, supporting: disruption of international crime networks through better prevention and detection of corruption, money laundering, terrorist financing, fraud, racketeering and extortion. Protection of the economy against criminal infiltration through actions against organised crime involvement in counterfeiting, fostering confiscation of criminal assets, transparency of legal entities and financial analysis and investigations. This targeted call will also cover specific actions which will aim at providing an input for the EU Anti-Corruption Report.
6. Projects on activities to enhance the communication with Europol and to increase the exchange of information via the Europol's Secured Information Exchange Network Application (SIENA): this includes projects aimed at extending SIENA to Member States' competent authorities; projects aimed at a) equipping Member States with data loaders for the transmission of information to the Europol Information System (EIS) as well as b) establishing user access to this system; projects aimed at enhancing the communication between expert communities, through, for instance, the European Bomb Data System and Check-the-Web.
7. Projects on the exchange of information for law enforcement purposes, particularly on the implementation of the principle of availability through Council Decision 2008/615/JHA and 2008/616/JHA (Prüm Decision) and Council Framework Decision 2006/960/JHA (Swedish Initiative)
8. Projects on **operational Law Enforcement cooperation**, in particular in line with the Internal Security Strategy or the EU Policy cycle on organised crime/ Operational Action Plans/European Multidisciplinary Platform Against Criminal Threats projects (EMPACT projects) and Joint Investigation Teams;
9. Projects on cross border law enforcement cooperation in the field of drug supply reduction.

2.1.7 Please explain how your project proposal corresponds to the selected expected result(s) and contributes to the objectives of the Programme? (max 1500 characters):

Il progetto parte dall'applicazione, al territorio di Roma, del modello trattamentale degli autori di reati sessuali a danno dei minori, attuato dal CIPM presso il Presidio Criminologico Territoriale del Comune di Milano e la Casa di Reclusione di Bollate. Un modello che evidenzia l'abbassamento del tasso di recidiva dal 17% atteso al 3,2%. Gli operatori addetti al trattamento, la Polizia delle Comunicazioni e l'Ong Save the Children si confronteranno sul profilo criminologico e diagnostico dei soggetti in trattamento, al fine di sviluppare una migliore conoscenza degli autori del reato e, più in generale, di un fenomeno, come l'abuso online.

Il progetto corrisponde agli obiettivi del programma poiché:

- integra le best practices dei partners del progetto e contribuisce allo sviluppo di metodologie multidisciplinari con un potenziale di trasferibilità a livello europeo;
- previene l'abuso sessuale, minimizzando il rischio di recidiva e di escalation del reato;
- sviluppa la cooperazione inter-istituzionale tra Ministero della Giustizia, Dipartimento per l'Amministrazione Penitenziaria e il Garante dei diritti dei detenuti della Regione Lazio, da un lato, e il Ministero dell'Interno, Polizia Postale e delle Comunicazioni, dall'altro lato;
- sviluppa la partnership pubblico-privato;
- risponde, a livello nazionale, alle misure richieste a livello Europeo – vedi Direttiva 2011/92/UE - in tema di lotta contro l'abuso e lo sfruttamento sessuale dei minori e la pornografia minorile

2.1.8 Type of activities (min 1 selection)*

- Operational cooperation and coordination
- Analytical, monitoring and evaluation activities
- Development and transfer of technology and methodology
- Training, exchange of staff and experts
- Awareness and dissemination activities
- Development and creation of network

2.1.9 CHARACTERISTICS OF THE PROJECT (max 1 selection)*

- Transnational project (if this box is ticked, please submit all documents requested in Sections 5.2 and 6.1 of the Calls for Proposals)
- National (if this box is ticked, the following section on NATIONAL projects must also be completed)

NATIONAL projects must: (min 1 selection)

- prepare transnational projects and/or Union actions ("starter measures")
- complement transnational projects and/or Union ("complementary measures")
- contribute to developing innovative methods and/or technologies with a potential for transferability to actions at Union level, or develop such methods or technologies with a view to transferring them to other Member States and/or other country which may either be an acceding or a candidate country

Please explain how your proposal for a national project complies with at least one of the above mentioned conditions (max 500 characters):

Il progetto parte da un insieme di best practices sperimentate dai partners con un alto grado di trasferibilità e sviluppa tecniche e metodologie di trattamento e analisi innovative.
Tra gli obiettivi del progetto vi è il recepimento da parte del Parlamento Italiano della Direttiva 2011/92/UE, in particolare per quanto riguarda il trattamento carcerario e ri-educativo degli autori di reati sessuali a danno dei minori.

2.1.10 Summary of the project for which the ISEC financial assistance is requested. Please list the objective(s), activities, duration, methodology, partnership, target groups, expected results and deliverables, and dissemination strategy. This summary will be forwarded to Member States' representatives and published in case the proposal is awarded a grant (max 4000 characters).*

Gli obiettivi del progetto sono:

1. incrementare la conoscenza sul fenomeno dell'abuso sessuale a danno dei minori online e sulla funzione preventiva offerta da un intervento riparativo efficace, da intendersi anche come misura alternativa alla detenzione;
2. l'acquisizione di una migliore conoscenza degli autori di reato al fine di migliorare l'attività investigativa, la valutazione della recidiva, la sua prevenzione e il contrasto.

Al fine di raggiungere i suddetti obiettivi sono state identificate le seguenti attività:

1. l'organizzazione di 8 seminari formativi destinati al personale carcerario e alla magistratura;
2. consolidare ed estendere la presenza di servizi di trattamento intramurari nelle carceri di Roma - Rebibbia e Regina Coeli - e di Milano - Bollate e San Vittore - e di presidi territoriali extramurari;
3. l'attivazione di un intervento di ricerca al fine di ottenere una profilazione il più esaustiva possibile degli autori di reato, integrando le informazioni provenienti dalla fase investigativa e da quella trattamentale.

La durata del progetto è prevista in 22 mesi.

Le metodologie adottate, partono dall'esperienza dei partners di progetto:

- per quanto riguarda il trattamento, la metodologia del CIPM è stata elaborata all'interno della trentennale tradizione nord-americana e prevede una serie di interventi criminologici, psicologici e socio-educativi tesi a diminuire la probabilità di recidiva;
- per quanto riguarda la formazione, il modello adottato intende integrare i moduli formativi del CIPM e quelli elaborati nell'esperienza comune di Save the Children e della Polizia in due progetti ISEC sul tema dell'abuso online;
- in merito alla profilazione degli autori di reato, il progetto intende integrare le metodologie adottate dalla Polizia con le metodologie del CIPM, nonché mutuare l'esperienza di ricerca maturata da Save the Children nell'ambito del progetto ROBERT, co-finanziato dall'UE.

Il partenariato è misto, pubblico-privato, prevede la cooperazione tra il Dipartimento dell'Amministrazione Penitenziaria e il Dipartimento di Pubblica Sicurezza grazie al coordinamento del Garante detenuti Lazio, e con la partecipazione di Save the Children e delle associazioni CIPM, Centro Italiano per la Promozione della Mediazione di Milano, e EDS, European Development Service ASBF di Bruxelles.

I gruppi target sono costituiti dagli operatori penitenziari dei carceri di Rebibbia, Regina Coeli, San Vittore e Bollate, gli operatori del CIPM di Milano e, in particolare, della costituenda équipe di Roma per il trattamento intramurario ed extramurario, nonché la Magistratura penitenziaria e ordinaria, in particolare l'U.E.P.E. e l'Ufficio Esecuzione Penale Esterna.

I risultati attesi

- una maggiore attenzione e sensibilità degli operatori penitenziari e della magistratura in merito all'opportunità di trattamento per gli autori di reati sessuali a danno dei minori;
- la definizione di procedure operative di comunicazione e integrazione tra l'Amministrazione penitenziaria, la Polizia e le unità preposte al trattamento al fine di garantire il tracciamento degli autori di reato e assicurare loro il percorso più idoneo;
- una migliore conoscenza del profilo criminologico e diagnostico degli autori di reati sessuali a danno dei minori anche online che favorisca l'attività investigativa e di contrasto al fenomeno e la misurazione e riduzione del tasso di recidiva.

Gli output di progetto sono:

- un report sul lavoro svolto nelle équipes trattamentali;
- definizione di un compendio con i criteri per la definizione dei livelli di gravità/rischio delle recidiva specifici per i pedofili che usano la rete;
- un Libro Bianco di analisi e proposta legislativa per il recepimento completo della direttiva 2011/92/UE

I risultati del progetto saranno diffusi sia a livello nazionale, presso il Parlamento, sia a livello europeo, in particolare presso le DG Affari Interni e Giustizia, presso l'Europol e l'EUCPN, per stimolare la valutazione

2.1.14 Experience of the Applicant organisation/coordinator in the selected priority area(s)

Application Number : [REDACTED]

Please summarise the activities/experience of the Applicant organisation/coordinator in this priority area and provide a short description of at least 3 successful projects (not necessarily with EU financial support) of comparable nature and volume to the project for which the ISEC financial assistance is requested (max 1000 characters).

Il GARANTE ha condotto e partecipato oltre 25 progetti negli ultimi 7 anni, finalizzati al miglioramento delle condizioni di vita all'interno delle carceri ed al reinserimento sociale delle persone che terminano la pena. Alcuni progetti condotti dal Garante dal 2005:

- progetto "Lavoro nell'inclusione sociale dei detenuti beneficiari dell'indulto, trasformando in contratti di lavoro 267 tirocini formativi di detenuti usciti dal carcere";
- Microcredito del Lazio per detenuti;
- progetto "Teledidattica - università in carcere" favorendo il percorso universitario di 98 detenuti ;
- ha inaugurato il progetto "Telemedicina" tra il Carcere di Regina Coeli e l'Ospedale San Giovanni Addolorata;
- ha inaugurato, per tutte le carceri del Lazio, il servizio di Odontoambulanza;
- mediazione linguistico/culturale nelle carceri del Lazio;
- laboratori teatrali in tutte le carceri del Lazio;
- ha coprodotto il film "Cesare deve Morire" vincitore dell'Orso d'Oro a Berlino;

2.1.12 Other projects or activities directly related to this application: Have you, as an Applicant organisation or as a Partner, already obtained financial support for a project directly related to this proposal within this Programme or under other Union programmes/ initiatives in the last five years? (if applicable, please repeat the information from Section 1.5.6 above).

Yes (please complete the table below)

No

Year of award/ submission	Union programme / European institution taking the award decision (name of DG + Unit / name of Agency)	Reference number of the grant agreement / contract Title of the project	Applicant or Partner (A/P)	Amount (EUR of the grant received)
2010	Prevention and fight against crime, DG Justice Freedom and Security	LS/2009/ISEC/AG/134 Development of Child Rights Based Methodology to identify victims abused for the	A	140.956,00
2010	Safer Internet Programme, DG Information and Society	SIP-2009-KEP-410905, ROBERT, 24m	P	20.390,00
2010	Operating grant, DG Justice Freedom and Security	JLS/2009/JCIV/OG/742, Operating Grant, 24m	A	183.744,00
2010	Safer Internet Programme, DG Information and Society	SI-2009-SIC-123924 SaferInternet IT	A	785.127,00
2011	Prevention and fight against crime, DG Justice Freedom and Security	HOME/2011/ISEC/INT/4000002216 Implement a Child Rights Based Methodology to identify and support chil	A	120.278,00
2010	Fundamental Rights and Citizenship – Action Grant, DG Justice	JUST/2010/FRAC/AG/1120, Minor Rights, 18 m	A	275.557,00
2010	Daphne, DG Justice Freedom and Security	JUST/2010/FRAC/AG/4000001392, INTERACT, 24 m	A	402.877,00
2010	Daphne, DG Justice Freedom and Security	JLS/2010/dap3/ag/1274000-CE 0398433/0015, Educate do not punish, 24 m	A	538.170,00
2011	EuropeAid, Development Co-operation Instrument	DCI-HUM/2011/266-761, Fighting child labour, 36 m	A	900.008,00
2012	Daphne III, DG Justice	Application n. JUST/2011-2012/DAP/ AG-400003343, Interact 2.0, 24 m	A	419.727,00
2012	Daphne III, DG Justice	Application n. JUST/2011-2012/DAP/ AG-4000003095, Safe, 24 m	A	310.434,00
2012	Safer Internet	eNACSO - European NGO Alliance for Child		405.000,00

2.2.1 What specific issue / question does your project address? (max 2000 characters)

L'abuso sessuale online rappresenta una particolare declinazione dell'abuso sessuale e si distingue da esso in ragione della particolare modalità attraverso cui si esplica l'utilizzo delle tecnologie dell'informazione e della comunicazione e in virtù e per dell'addizionale potenziale lesivo per le vittime che esso può comportare.

Gli abusanti che utilizzano la Rete possono dare luogo a comportamenti molto differenti; produrre materiale pedopornografico per poi diffonderlo in rete per profitto o per poter accedere a circuiti esclusivi composti da persone animate dallo stesso interesse; visionare e collezionare materiale pedopornografico per gratificazione personale; commissionare abusi online via web-cam che avvengono anche in paesi diversi; adescare minori e coinvolgerli in attività di cybersex o ottenere incontri di natura sessuale offline. Tutte queste tipologie di attori e di comportamenti meritano un approfondimento finalizzato a valutare i vari livelli di pericolosità dei soggetti, sia da un punto di vista investigativo a supporto, ad esempio, del lavoro sottocopertura della polizia postale, sia in termini di trattamento e quindi di prevenzione..

Secondo i dati forniti dalla Polizia Postale nel 2010, in Italia sono state effettuate 966 perquisizioni 8.409 persone sono state denunciate in stato di libertà e 285 persone sono state arrestate. In Italia, ai fini del percorso giudiziario, non esiste una prassi consolidata, per cui, i soggetti condannati per abuso sessuale a danno dei minori, anche online, sono indirizzati verso un trattamento di prevenzione della recidiva e, se si considerano i soggetti arrestati per detenzione e/o la diffusione di materiale pedopornografico, essi finiscono in carcere per pochi giorni, le pene nei loro confronti tendono ad essere basse e non sempre comportano un'esecutività delle stessa (es. sospensione delle pene). In questo modo si permette al soggetto di non entrare nel circuito carcerario nè in quello dell'esecuzione.

2.2.2 Objectives of the project (in relation to the issue/ question mentioned above) (max 1000 characters):

Il progetto intende adottare una prospettiva centrata sugli autori di reato e promuovere modelli di intervento in grado di ridurre il rischio di recidiva e l'escalation del crimine.

Gli obiettivi specifici del progetto:

- una maggiore conoscenza sul fenomeno dell'abuso sessuale, anche online, e sull'opportunità offerta dall'intervento trattamentale anche come misura alternativa alla detenzione, tra il personale delle carceri – polizia penitenziaria e servizi sociali – e magistratura;
- l'acquisizione di una migliore profilazione degli autori di reato attraverso l'integrazione delle pratiche metodologiche adottate dalla Polizia con quelle adottate dai servizi trattamentali, che possa essere utilizzata per migliorare l'attività investigativa;
- promuovere una maggiore collaborazione tra Amministrazione Penitenziaria, il Garante, la Polizia e le organizzazioni del terzo settore per la valutazione della recidiva, la sua prevenzione e il contrasto.

2.2.3 Please describe the participants (both target groups and beneficiaries) in the activities (max 1000 characters):

Il gruppo target sono gli operatori penitenziari dei carceri di Rebibbia, Regina Coeli, San Vittore e Bollate, gli operatori dei servizi sociali, gli educatori, gli psicologi e gli psichiatri dell'équipe del CIPM di Milano e, in particolare, della costituenda équipe di Roma per il trattamento intramurario ed extramurario degli autori di reati sessuali on line, nonché gli avvocati e la Magistratura, in particolare l'U.E.P.E., l'Ufficio Penale per le Esecuzioni Esterne. I beneficiari del progetto sono i detenuti definitivi per reati sessuali presso le Case di reclusione di Rebibbia e Bollate; i pedopornografi imputati e sottoposti a misure cautelari nelle Case Circondariali di San Vittore a Milano e Regina Coeli a Roma; i pedopornografi sottoposti a misure alternative al carcere di Roma e Milano.

2.2.3.1 Estimated total number of participants (persons)	<input type="text"/>
- from judicial authorities, legal practitioners	<input type="text" value="20"/>
- law enforcement	<input type="text"/>
- other public officials	<input type="text" value="15"/>
- civil society, associations, NGOs	<input type="text" value="6"/>
- professional organisations	<input type="text" value="15"/>
- research/university	<input type="text"/>
- private sector	<input type="text"/>
- total from other sector (please specify) (max 600 characters)	<input type="text" value="210"/>

n. 210/225 utenti sottoposti al trattamento volontario per autori di reati sessuali on line di cui:

- n. 30 detenuti della Casa Circondariale di Regina Coeli per reati sessuali on line;
- n. 40/45 detenuti definitivi per reati sessuali della Casa Circondariale di Rebibbia, di cui n. 20 sottoposti al trattamento intramurario;
- n. 40/45 detenuti della Casa Circondariale di San Vittore per reati sessuali on line;
- n. 25/30 detenuti per reati on line della Casa di Reclusione di Bollate;
- n. 40 utenti del trattamento extramurario di Roma;
- n. 30 utenti del trattamento extramurario di Milano.

2.2.3.2 Estimated total number of participants by Member State and other (e.g. candidate) countries (persons)

EU Countries

Country:	AT	BE	BG	CY	CZ	DE	DK	EE	ES	FI	FR	GB
Number:												

Country:	GR	HU	IE	IT	LT	LU	LV	MT	NL	PL	PT	RO
Number:												

Country:	SE	SL	SK
Number:			

Candidate countries

Country:	HR	IS	ME	MK	TR
Number:					

Other

Country:												
Number:												

IMPACT CRITERION

2.2.4. What are the expected results of the project? What are the concrete deliverables and outputs of the activities? Please quantify the expected results/outputs/achievements /deliverables/end products of the planned activities (max 1000 characters):

I risultati attesi dal progetto sono:

- la sensibilità degli operatori penitenziari e della magistratura sull'opportunità di trattamento per gli autori di reati sessuali a danno dei minori online;
- la definizione di procedure operative di comunicazione e integrazione tra l'Amministrazione penitenziaria, la Polizia e le unità preposte al trattamento al fine di garantire il tracciamento degli autori di reato e assicurare loro il percorso più idoneo;
- una migliore conoscenza del profilo criminologico e diagnostico degli autori dei reati, anche on line, che favorisca l'attività investigativa e di contrasto al fenomeno e la misurazione e riduzione del tasso di recidiva.

Gli output di progetto:

- un report con annesse linee guida in merito al lavoro svolto nelle équipes trattamentali;
- compendio dei criteri per la definizione dei livelli di gravità/rischio della recidiva, specifici per i pedofili che usano la rete;
- un Libro Bianco di analisi e proposta legislativa in materia.

2.2.5 What is the expected impact of the proposed activities (in the short, medium and long term) on the ISEC programme's objectives and on the target groups? how do you intend to evaluate it? (max 1000 characters):

L'impatto a breve delle attività sul programma ISEC sarà l'estensione della best practice del CIPM a presidi territoriali per il trattamento dei pedopornografi e alla città di Roma e l'avvio della cooperazione tra Ministero di Giustizia e Ministero dell'Interno, nel medio-lungo periodo il rafforzamento della partnership pubblico-privato attraverso l'integrazione metodologica del profilo diagnostico degli autori di reati sessuali on line. il completo recepimento in Italia della Direttiva 2011/92/UE e una più efficace protezione delle vittime.

L'impatto delle attività proposte sui gruppi target sarà nel breve periodo l'istituzione ex novo a Roma di una équipe per il trattamento degli autori di reati sessuali, nel medio periodo una maggiore attenzione della Magistratura e dell'U.E.P.E., l'Ufficio Penale per le Esecuzioni Esterne, sull'opportunità del trattamento extramurario in quanto misura alternativa, infine sul lungo periodo l'istituzionalizzazione dei percorsi trattamenti ali.

2.2.6 Based on which indicators do you intend to evaluate the implementation of your activities? Who will do the evaluation of the impact and results of your project? (max 1000 characters):

L'implementazione delle attività sarà in itinere valutata sulla base di indicatori inerenti la il gradimento della formazione, rivolta agli operatori dei servizi penitenziari, sociali e giudiziari, nonché dei percorsi trattamentali intramurari ed extramurari.

Successivamente, sarà considerato il numero dei casi, che sarà oggetto di un profilo diagnostico integrato, valutando sotto il profilo qualitativo la complessità e l'appropriatezza dello strumento di rilevazione dei dati adottato.

Uno degli aspetti dell'attività sarà inerente alla definizione di metodologie di rilevazione statistica in maniera tale che ex post, sul medio-lungo periodo, si possa procedere con precisione alla misurazione del tasso di recidiva dei beneficiari degli interventi. I risultati definitivi del progetto saranno portati all'attenzione, tramite specifiche iniziative, alle autorità italiane ed europee, che operano nel settore, per una loro specifica valutazione.

2.2.7.1 Why is the ISEC support needed to achieve the proposed results? How will the project activities complement other activities (past, present, future) in this field? Will your activities have a multiplier effect on the public? If yes, to what extent? (max 1500 characters):

In questo quadro di contrazione delle risorse pubbliche, il programma ISEC rappresenta un'opportunità per continuare a finanziare e a migliorare le best practices, che diversamente rischiano la disgregazione, e anche sviluppare nuove politiche di intervento in campi delicati e assolutamente sensibili per la difesa della dignità umana, come è il caso della lotta contro l'abuso e lo sfruttamento sessuale dei minori e la pornografia minorile.

Le attività del progetto danno continuità presso la Casa di Reclusione di Bollate a Milano e il Presidio Criminologico Territoriale del Comune di Milano al trattamento degli autori di reati sessuali, che già si pone come azione di prevenzione del crimine intervenendo sulla riduzione della recidiva; implementano tale modello presso la Casa di Reclusione di Rebibbia e in un'ottica di valutazione dell'escalation del comportamento deviante del pedopornografo intervengono con l'istituzione anche sul territorio di Roma di un presidio territoriale, che contrasti sotto il profilo rieducativo ma anche investigativo, con la collaborazione della Polizia, il passaggio del soggetto a comportamenti abusanti.

Le attività mirano, inoltre, a sostenere il processo di recepimento della Direttiva 2011/92/UE, in particolare per quanto concerne il trattamento degli autori di reati sessuali on line. Un'iniziativa legislativa in questa direzione rappresenterebbe un'occasione per la diffusione di modelli trattamentali nelle carceri di tutta Italia.

2.2.7.2 Please describe how you intend to sustain the project (its activities, results, impact, etc) in the medium and long term (max 1000 characters) after the period of ISEC financing has ended:

Come detto sopra, il recepimento della Direttiva 2011/92/UE, relativa alla lotta contro l'abuso e lo sfruttamento sessuale dei minori e la pornografia minorile, potrà essere uno stimolo fondamentale per la continuità delle attività del progetto su scala nazionale.

Il Garante dei diritti dei detenuti del Lazio, insieme agli altri Garanti di tutta Italia potranno, in un contesto economico maggiormente favorevole, stimolare programmi nazionali o regionali di finanziamento delle attività di trattamento intramurario ed extramurario, basati sul modello promosso dal progetto.

Infine, c'è da dire che alcuni risultati del progetto, come la cooperazione inter-istituzionale e l'integrazione metodologica dell'attività di profilo diagnostico degli autori di reati sessuali on line, potranno radicarsi come prassi operativa al di là della precarietà del quadro finanziario generale.

2.2.8.1 Please describe the planned dissemination strategy (how and to whom) for the results of your project (max 1000 characters):

La strategia di disseminazione del progetto si sostanzia su due livelli.

Il primo livello riguarda la diffusione del progetto a livello nazionale, con la stesura di un Libro Bianco sui modelli innovativi presenti nel progetto stesso da presentare al Parlamento italiano, ai Ministeri competenti (Giustizia e Interni) e alle organizzazioni del terzo settore interessate, così da sensibilizzare le forze istituzionali e sociali sul un tema e accelerare il recepimento della direttiva 2011/92/UE .

Il secondo livello, riguarda, invece, la promozione dei risultati e delle attività a livello comunitario, presso gli altri Stati membre, le Ong e tutte le istituzioni europee (in particolare le Dg Home Affairs e Justice, EUROPOL ed EUCPN - European Crime Prevention Network), interessate ad incrementare le forme di coordinamento e cooperazione in materia di tutela dei minori e diffondere le best practices.

2.2.8.2 Visibility of the EU funding - Please describe how and where the logo and indication that the activities are co-financed by the ISEC programme will be specifically mentioned (max 500 characters):

Il logo e tutte le indicazioni riconducibili al finanziamento da parte UE saranno presenti e ben visibili sulle home page di tutti i partner del progetto corredati tutti i link necessari. Inoltre, il logo del programma ISEC sarà ben visibile sia sulla copertina del Libro Bianco che sul materiale informativo preparato per le iniziative di disseminazione (una nazionale e una a livello europeo). All'interno del Libro Bianco verrà inserita una sezione ad hoc, dedicata alla spiegazione del programma.

QUALITY CRITERION

2.2.9 Conception and risks

2.2.9.1 Please explain why this project idea came about? Why and how does this project address a real need at European level? (max 2000 characters):

L'idea del progetto nasce dal bisogno del Garante dei diritti dei detenuti del Lazio di introdurre in Regione delle prassi di trattamento degli autori di reati sessuali, del tutto assenti, e dal confronto con l'associazione CIPM per il trasferimento dell'esperienza del Presidio Criminologico Territoriale del Comune di Milano e della Casa di Reclusione di Bollate a Roma e con l'associazione EDS per la ricerca di una fonte di finanziamento per l'attività. L'idea progettuale ha trovato prontamente l'appoggio dell'Amministrazione Penitenziaria e della Polizia di Stato, che vi ravvedono un'importante opportunità di cooperazione.

Sono numerosi e tempestivi gli interventi dell'Unione Europea, relativi alla lotta contro l'abuso e lo sfruttamento sessuale dei minori. Vale la pena di ricordare la convenzione di Lanzarote nel 2007, ratificata in Italia nel 2012 e che introduce nell'ordinamento giuridico i reati penali di istigazione a pratiche di pedofilia e di pedopornografia e di adescamento di minorenni o grooming. Da ultimo, la Direttiva 2011/92/UE ha introdotto nuovi elementi contro l'abuso e lo sfruttamento sessuale dei minori e la pornografia minorile, in particolare le misure di intervento di natura preventiva e le misure di intervento su base volontaria durante o dopo il procedimento penale, che il presente progetto promuove.

2.2.9.2 Please demonstrate your knowledge of the most recent developments on the subject of your proposal (bibliography, contact lists, needs' assessment, project preparatory work, references to EU strategies/action plans, etc.) (max 2000 characters):

Giulini P. e Xella C.M. (a cura di) (2011) *Buttare la chiave? La sfida del trattamento per gli autori di reati sessuali*, Raffaello Cortina, Milano.

Giulini, P. G., Vassalli, A., Di Mauro, S. (2003), "Un detenuto ibernato: l'autore di reato sessuale tra tutela dei diritti e prospettive di difesa sociale". In Gatti, U., Gualco, B. (a cura di), *Carcere e Territorio*, Giuffrè, Milano, pp. 429-460.

Save the Children Italia lavora nell'ambito dell'abuso sessuale dei minori online dal 2001. Promuove progetti di sensibilizzazione ad un utilizzo positivo e responsabile delle nuove tecnologie tra i minori, attraverso progetti co-finanziati dalla Commissione Europea nell'ambito del programma Safer Internet. Gestisce un servizio di hotline www.stop-it.it per la segnalazione di materiale pedopornografico (www.sicurinrete.it); partecipa, come partner, in progetti di ricerca sulle vittime e gli abusanti – sempre nell'ambito dell'abuso online – come il Progetto Robert - Risk-taking Online Behaviour – Empowerment through Research and Training <http://www.childcentre.info/robert/> e coordina dal 2009 progetti che mirano a promuovere approcci multidisciplinari per l'identificazione e presa in carico delle vittime di abuso online su tutto il territorio nazionale

http://images.savethechildren.it/IT/ff/img_pubblicazioni/img199_b.pdf

Strano M., (2003) "Analisi criminologica e profiling dei pedofili on line" in *Telematic Journal in Clinical Criminology, International Crime Analysis Association*

2.2.9.3 What are the innovative aspects of your project? How? (max 1000 characters)

Gli aspetti innovative del-progetto sono:

- 1) i presidi territoriali per il trattamento dei pedopornografi;
- 2) l'integrazione metodologica del profilo diagnostico degli autori dei reati sessuali di Polizia Postale e delle Comunicazioni, CIPM e Save the children.

2.2.9.4 In the implementation of your project, what are the potential risks, uncertainties and difficulties, as well as possible favourable factors? What is your risk mitigation strategy? Please answer both questions (max 1000 characters):

I rischi potenziali, le incertezze e le difficoltà sono inerenti a:

- 1) la partecipazione degli avvocati e della Magistratura all'attività formativa e di sensibilizzazione al trattamento degli autori dei reati sessuali, mitigata dall'esperienza del CIPM di Milano che è già riuscito a coinvolgere tale fattispecie di operatori;
- 2) l'accettazione volontaria del trattamento da parte degli autori di reati sessuali, mitigata dall'intera struttura del progetto, che è intesa ad intercettare, attraverso diversi canali e persone, il numero più grande possibile di sex offenders;
- 3) scarsa alleanza e motivazione degli autori di reati sessuali on line, mitigata dalle tecniche collaudate di CIPM.

TECHNICAL ANNEX - DETAILED LIST OF PROJECT ACTIVITIES

Please ensure that all activities listed below in chronological order are consistent with:

1) the costs identified under each Budget Heading of the Budget Form (Sheet 3 "Forecast Budget Calculation" of Part B - Budget Form), and

2) the activities listed in Part C - Timetable

Organisation :		Garante Detenuti Lazio				
Project title :		Trattamento e profilo diagnostico degli autori di reati sessuali a danno di minori on line				
What? Type / Name of the activity	Why? Objectives / Aim of the activity	By Whom? Name of person and organisation that will implement the activity	For whom? Target groups / Participants Number and Country of Origin	When and Where?	Expected Results / Outputs and deliverables	Risks and assumptions / Mitigation strategies
1. L'organizzazione e di 8 seminari formativi destinati al personale carcerario – polizia penitenziaria e servizi sociali/educativi – e alla magistratura con riferimento alle quattro strutture carcerarie coinvolte a Roma e Milano.	La disponibilità di poter accedere a servizi e percorsi di prevenzione alla recidiva e/o a trattamenti di riduzione del rischio di escalation della violenza, per gli autori di reati sessuali a danno dei minori, anche online, è riconosciuta come una delle misure più importanti per prevenire tali reati. Tale importanza è stata riconosciuta a livello europeo sia dalla Convenzione di Lanzarote, ratificata dall'Italia nel 2012 che dalla nuova Direttiva sull'abuso e sfruttamento sessuale dei minori che gli Stati membri devono attuare entro la fine del 2013. La necessità di indirizzare ad un percorso di trattamento gli autori di questa tipologia di reati deve essere riconosciuta in prima istanza da tutti	Save the Children coordina la formazione: per cui organizza e prepara i moduli formativi in collaborazione con il CPIM e il Centro Nazionale Contro la Pedofilia On line del Servizio Polizia Postale e delle Comunicazioni. I seminari includono i seguenti: - una visione d'insieme del fenomeno sull'abuso sessuale dei minori online con un focus specifico sulle vittime e sulle dinamiche tra gli abusanti e i minori. Per Save the Children la persona coinvolta sarà Silvia Allegro 30 giorni; - gli autori di reati sessuali online a danno dei minori - chi sono e come si comportano. Polizia Postale e delle	I seminari sono destinati a tutti coloro che si trovano nella posizione di intercettare autori di reato sessuale a danno dei minori nel corso del percorso giudiziario e che possono sollecitare gli stessi ad accedere a percorsi di recupero: gli operatori di polizia penitenziari, gli operatori dei servizi sociali ed educativi che operano nelle strutture carcerarie e che seguono gli autori nei percorsi esterni di pena alternativa; i magistrati che decidono la pena e/o i percorsi alternativi a cui destinare gli autori di reato. I seminari si terranno a Roma e Milano. Il numero di partecipanti: 50	Nei primi tre mesi del progetto a Roma e a Milano.	Circa 50 persone tra operatori di polizia penitenziaria, dei servizi sociali ed educativi, e i magistrati deputati a trattare questa tipologia di reati, operanti nelle città di Roma e Milano e nelle 4 strutture carcerarie individuate dal progetto, saranno stati formati sui temi di interesse del progetto.	Ci aspettiamo che la nostra sfida principale per l'attività descritta verrà garantire la sfida più importante da affrontare per lo staff di progetto in seno a questa attività sarà quella di assicurare la partecipazione dei magistrati delle procure competenti per questa tipologia e i magistrati di sorveglianza in carico delle misure alternative. La scarsità delle risorse e la mole di lavoro a cui devono rispondere può influire sul loro coinvolgimento nel progetto. Le strategie di mitigazione includono l'applicazione

<p>2. Consolidare ed estendere la presenza di servizi di trattamento intramurari nelle carceri di Roma - Rebibbia e Regina Celi - e di Milano - Bollate e San Vittore - e di presidi territoriali extramurari, in grado di fornire un servizio di supporto e di prevenzione alla recidiva e al rischio di escalation della violenza sia per i detenuti sia per coloro che usufruiscono di percorsi alternativi al carcere.</p>	<p>Con la ratifica della Convenzione di Lanzarote avvenuta nel mese di settembre 2012 e la necessità di adeguarsi alle disposizioni della nuova Direttiva europea sullo sfruttamento e sull'abuso sessuale dei minori, l'Italia deve dotarsi di un sistema strutturato di supporto ai condannati per reati sessuali a danno dei minori. Ad oggi esistono pochissime esperienze sul territorio a cui attingere per elaborare modelli da sviluppare su scala nazionale. Il modello terapeutico elaborato dal CIPM con l'esperienza maturata nel carcere di Bollate rappresenta uno dei più significativi. L'obiettivo alla base di questa attività è quello di</p>	<p>Per il trattamento intramurario ed extramurario a Roma: Carla Xella - 138 gg, Arianna Specchio - 101gg, Paolo Varaldi - 74 gg, Donatella Zaccaria - 9 gg, Catia Annarilli - 10, Giuseppe D'Agostino - 6 e Antonio Onofri - 5 gg. Per il trattamento intramurario ed extramurario a Milano: Laura Emiletti - 196 gg; Paolo Giulini - 56gg; Carla Xella - 4gg; 195 Varaldi - 195gg; Arianna Specchio - 4 gg</p>	<p>I detenuti per i reati di abuso sessuale, anche online in detenzione presso le carceri coinvolte nel progetto e condannati che usufruiscono di misure alternative al carcere. Circa 165/180 soggetti.</p>	<p>L'attività si svolgerà tra il terzo mese e il diciottesimo mese del progetto. A Roma e Milano, nelle carceri coinvolte nel progetto e nelle strutture adibite al trattamento extramurario.</p>	<p>Un aumento del numero di detenuti motivati al trattamento intramurario grazie all'allargamento dei servizi nei carceri di Milano e Roma; l'apertura di un nuovo presidio extramurario a Roma e l'aumento dei soggetti in trattamento non soggetti a regime carcerario. Output</p>	<p>Il numero di soggetti che accetteranno di sottoporsi al trattamento. La strategia di mitigazione strettamente legata alla struttura dell'intero progetto, che ha lo scopo di intercettare - attraverso canali diversi - il numero maggiore possibile di autori di reati connessi all'abuso sessuali anche online dei minori.</p>
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<p>3. Profiling del sex offender online</p>	<p>L'avvento di internet e delle nuove tecnologie, in generale, ha cambiato radicalmente lo scenario di un fenomeno non nuovo: l'abuso sessuale dei minori. In Rete circolano centinaia di migliaia di immagini e video pedopornografici spesso facilmente accessibili; il materiale può essere prodotto con altrettanta facilità, utilizzando cellulari o videocamere, e con altrettanta facilità caricato in Rete o può essere prodotto direttamente online tramite l'utilizzo delle webcam. La Rete, inoltre, può essere utilizzata da adulti interessati sessualmente ai minori come strumento per accedere a potenziali vittime. Questa attività intende approfondire l'analisi del comportamento degli</p>	<p>Save the Children Italia avrà il compito di coordinare questa attività in collaborazione con la Polizia Postale, il Garante per i Detenuti e CPIM, di formulare e produrre gli strumenti di rilevazione e di analisi dei dati. La Polizia Postale, l'Ufficio del garante dei Detenuti e il CPIM avranno il compito di raccogliere i dati nel corso delle investigazioni e arresti nonché nel corso del percorso di trattamento. Save the Children: 30 giorni in totale; preparazione moduli formativi, formazione e reportistica finale Silvia Allegro. Per il CIPM Specchio, Xella, Emiletti e Giulini 3 gg ciascuno; CNCPO Patrizia</p>	<p>I detenuti per i reati di abuso sessuale, anche online in detenzione presso le carceri coinvolte nel progetto e condannati che usufruiscono di misure alternative al carcere. Circa 165/180 soggetti</p>	<p>L'attività si svolgerà tra il terzo mese e il diciottesimo mese del progetto. A Roma e Milano, nelle carceri coinvolte nel progetto e nelle strutture adibite al trattamento extramurario.</p>	<p>Una migliore conoscenza del profilo degli abusanti online, e la definizione di una possibile scala del rischio associata ai soggetti stessi. Output: un rapporto sul lavoro svolto e un set di linee guida l'identificazione di profili criminologici e spicologici degli abusanti con relativo modello di intervento.</p>	<p>Il livello di accuratezza dei risultati e dei profili è strettamente legato al numero di soggetti che accetteranno di sottoporsi al trattamento. La strategia di mitigazione strettamente legata alla struttura dell'intero progetto, che ha lo scopo di intercettare - attraverso canali diversi - il numero maggiore possibile di autori di reati connessi all'abuso sessuali anche online dei minori.</p>
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<p>4 Disseminazione. 1. Iniziativa nazionale. Stesura e presentazione del Libro Bianco del progetto, inteso come proposte di legislazione in materia di trattamento degli autori di reati sessuali. 2. Iniziativa europea. Presentazione dei risultati del progetto alle istituzioni europee, alle istituzioni e agli enti degli altri Stati Membri</p>	<p>L'Italia non ha ancora completamente recepito la direttiva 92/2011/UE relativa alla lotta contro l'abuso e lo sfruttamento sessuale dei minori e la pornografia minorile, in particolare per quanto riguarda il trattamento carcerario e ri-educativo dei groomer e dei pedopornografi. L'attività prevista mira a sensibilizzare e favorire il processo di adozione completa della direttiva presso le autorità legislative italiane, attraverso la stesura di un Libro Bianco da presentare in Parlamento e presso i Ministeri competenti, agli operatori di settore e alle Ong. L'obiettivo di questa attività riguarda, inoltre, l'illustrazione in campo europeo dei principali risultati del progetto, presentando il lavoro svolto alla DG Affari Interni, all'Europol</p>	<p>Il Garante delle persone sottoposte delle misure restrittive della libertà personale, da ora GDDL, è il soggetto responsabile di questa attività sotto il profilo organizzativo e redazionale. GDDL ha il compito del coordinamento delle attività di ricerca e redazionali del Libro Bianco, con il contributo scientifico degli altri soggetti partner, e dell'organizzazione dell'evento di presentazione. GDDL ha, inoltre, il compito dell'organizzazione dell'evento di illustrazione del progetto alle autorità comunitarie e a tutte le istituzioni e le Ong europee che operano nel settore. Il gruppo di lavoro per questa attività è composto</p>	<p>I gruppi target dell'iniziativa NAZIONALE riguardano prevalentemente attori a carattere istituzionale e della società civile. In particolare, il Libro Bianco è rivolto ai parlamentari italiani, per sensibilizzarli al tema e al problema del trattamento carcerario e ri-educativo dei pedopornografi e degli abusanti on line. L'evento di presentazione prevede la partecipazione di un pubblico che va dai 100 ai 150 ospiti. In particolare, l'evento è rivolto alle istituzioni italiane: Commissioni parlamentari, Ministero di Giustizia, Amministrazione Penitenziaria, Ministero degli Interni</p>	<p>L'attività viene svolta nel corso degli ultimi quattro mesi del progetto, l'iniziativa di presentazione del Libro Bianco ha luogo a Roma, mentre l'iniziativa europea ha luogo a Bruxelles.</p>	<p>I risultati previsti per l'iniziativa nazionale sono legati al coinvolgimento di una serie di parlamentari, dai 5 ai 10, che recepiscono gli esiti del Libro Bianco e del progetto per farsi promotori in Parlamento del processo di adozione completa della direttiva UE 2011/92. I risultati previsti dell'iniziativa europea sono quelli di un largo coinvolgimento finalizzato alla conoscenza dei risultati del progetto e all'avvio di ulteriori forme di cooperazione tra i vari Stati Membri in un'ottica di</p>	<p>L'assunzione dei rischi dell'iniziativa nazionale è legata prevalentemente ad un possibile scarso interesse da parte dei deputati coinvolti circa il tema trattato nel Libro Bianco e dunque alla difficoltà di adempimento legato all'adozione della direttiva 2011/92. Si eserciterà un'azione di lobbying da parte dei soggetti promotori del progetto, anche attraverso la mobilitazione dell'opinione pubblica da parte del Garante e dei soggetti promotori privati. Il rischio dell'iniziativa europea è legato</p>
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Annex I - TIMETABLE

Organisation:	Garante Detenuti Lazio
Project title:	Trattamento e profilo diagnostico degli autori di reati sessuali a danno di minori on line

Primary timetable for implementation

INDICATIVE start date of the project: 1/01/2014

Activities as commented in Part A - Application Form (Annex 2.2.10.2) and listed in the Technical Annex (Part D)	MONTHS																							
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24
Attività formative																								
Trattamento intramurario e extramurario																								
Trattamento del sex offender on line																								
Finanziamento: Iniziative nazionale ed europea																								
the activity - Part D - Technical Annex																								
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Annex II

	A	B	C	D	E	F	G	H	I	
1	FORECAST BUDGET CALCULATION									
2	Estimated Expenditure %									
3	A	Staff	219.450,00							
4	B	Travel	13.800,00							
5	C	Equipment	0,00							
6	D	Consumables	0,00							
7	E	Other direct costs	6.250,00							
8	Total Direct Costs		239.500,00							
9	F	Indirect costs	14.000,00	5,85%						
10	Total Eligible Costs		253.500,00							
11	G	Contribution in kind	0,00							
12	Total Costs		253.500,00							
13	Estimated Income									
14	I	Other contribution	0,00	0,00%						
15	K	Contribution from beneficiary/-ies	27.200,00	10,73%						
16		Contribution from EC	226.300,00	89,27%						
17	Total		253.500,00							
18	G	Contribution in kind	0,00							
19	Total Income		253.500,00							
20										
21										
22										
								Subtotal of selected entries		
23	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information	
24	A	STC	1	Silvia Allegro, Senior trainer,	days	100,00	30,00	3.000,00	20 days for seminars and 10 days for organisation	
25	A	STC	3	Silvia Allegro, Senior trainer,	days	100,00	64,00	6.400,00		
26	B	STC	1	Silvia Allegro, Senior trainer,	flight	150,00	8,00	1.200,00	ROME-MILANO-ROME	
27	B	STC	1	Silvia Allegro, Senior trainer,	DSA	120,00	20,00	2.400,00	DSA IN MILANO	
28	A	GDDL	1 2 3 4	Giuseppe D'Agostino, project manager	days	150,00	20,00	3.000,00		
29	A	CIPM	3	Arianna Specchio, psicologa	days	100,00	3,00	300,00		
30	A	CIPM	3	Carla Maria Xella, psicologa	days	100,00	3,00	300,00		
31	A	CIPM	3	Laura Emiletti psicologa	days	100,00	3,00	300,00		
32	A	CIPM	3	Paolo Giulini criminologo	days	100,00	3,00	300,00		
33	A	CIPM	2	Carla Maria Xella, psicologa	days	150,00	20,00	3.000,00		
34	A	CIPM	2	Laura Emiletti psicologa	days	80,00	5,00	400,00		

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Annex II

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
35	A	CIPM	2	Paolo Giulini criminologo	days	80.00	5.00	400,00	
36	A	CIPM	2	Arianna Specchio, psicologa	days	200.00	36.00	7.200,00	
37	A	CIPM	2	Carla Maria Xella, psicologa	days	200.00	200.00	40.000,00	
38	A	CIPM	2	PAOLO VARALDI, PSICOLOGO	days	200.00	23.00	4.600,00	
39	A	CIPM	2	DONATELLA ZACCARIA, PSICOLOGA	days	200.00	18.00	3.600,00	
40	A	CIPM	2	Antonio ONOFRI, PSICHIATRA	days	250.00	10.00	2.500,00	
41	A	CIPM	2	PAOLO GIULINI, criminologo	days	200.00	20.00	4.000,00	
42	A	CIPM	2	Laura Emiletti psicologa	days	200.00	76.00	15.200,00	
43	A	CIPM	2	PAOLO VARALDI, PSICOLOGO	days	200.00	76.00	15.200,00	
44	A	CIPM	2	PAOLO GIULINI, criminologo	days	200.00	10.00	2.000,00	
45	A	CIPM	2	Arianna Specchio, psicologa	days	200.00	22.00	4.400,00	
46	A	CIPM	2	Carla Maria Xella, psicologa	days	200.00	52.00	10.400,00	
47	A	CIPM	2	PAOLO VARALDI, PSICOLOGO	days	200.00	56.00	11.200,00	
48	A	CIPM	2	CATIA ANNARILLI, PSICOLOGA	days	200.00	11.00	2.200,00	
49	A	CIPM	2	Arianna Specchio, psicologa	days	200.00	51.00	10.200,00	
50	A	CIPM	2	Laura Emiletti psicologa	days	200.00	16.00	3.200,00	
51	A	CIPM	2	PAOLO VARALDI, PSICOLOGO	days	200.00	93.00	18.600,00	
52	A	CIPM	2	Paolo Giulini criminologo	days	200.00	16.00	3.200,00	
53	A	CIPM	2	Laura Emiletti psicologa	days	200.00	93.00	18.600,00	
54	A	CIPM	3	Carla Maria Xella, psicologa	days	200.00	4.00	800,00	
55	A	CIPM	3	Arianna Specchio, psicologa	days	200.00	4.00	800,00	
56	A	CIPM	3	Paolo Giulini criminologo	days	200.00	4.00	800,00	
57	A	CIPM	3	Laura Emiletti psicologa	days	200.00	4.00	800,00	
58	B	CIPM	3	Carla Maria Xella, psicologa	flight	400.00	2.00	800,00	ROMA-MILANO-ROMA
59	B	CIPM	3	Arianna Specchio, psicologa	flight	400.00	2.00	800,00	ROMA-MILANO-ROMA
60	B	CIPM	3	Laura Emiletti psicologa	flight	400.00	2.00	800,00	MILANO-ROMA-MILANO
61	B	CIPM	3	Paolo Giulini criminologo	flight	400.00	2.00	800,00	MILANO-ROMA-MILANO
62	A	GDDL	4	Marco Livia - Ricercatore Senior	days	250.00	15.00	3.750,00	
63	A	GDDL	4	Cristiano Caitabiano - Ricercatore Senior	days	250.00	16.00	4.000,00	
64	A	GDDL	4	Maria Maccarrone - Psicologa	days	200.00	35.00	7.000,00	
65	A	GDDL	4	GABRIELE MOCCIA - Esperto	days	100.00	15.00	1.500,00	
66	A	GDDL	4	Emiliano Fatello - Esperto	days	150.00	20.00	3.000,00	
67	A	CNCPO	2,3	Patrizia Torretta, funzionario polizia	days	0.00	0.00	0,00	
68	A	CNCPO	2,3	Cristina Bonucchi, funzionario polizia	days	0.00	0.00	0,00	
69	A	CNCPO	2,3	Elvira Damato, funzionario polizia	days	0.00	0.00	0,00	
70	B	CIPM	4	PAOLO VARALDI, PSICOLOGO	flight	250.00	1.00	250,00	MILANO-BRUXELLES-MILANO
71	B	CIPM	4	Paolo Giulini criminologo	flight	250.00	1.00	250,00	MILANO-BRUXELLES-MILANO

HOME/2012/ISEC/AG/4000004373

Annex II

	A	B	C	D	E	F	G	H	I
	Budget heading	Name of Beneficiary	Activity	Description of item Answer to the questions: Who and/or What ? [e.g.Functions/tasks in the project (Heading A); Estimated destination (Heading B); estimated depreciation (Heading C), etc]	Unit (days, flight, DSA, etc)	Amount per unit in EURO	Number of units	Total EURO	Additional information
23									
72	B	CIPM	4	Laura Emiletti psicologa	flight	250,00	1,00	250,00	MILANO-BRUXELLES-MILANO
73	B	CIPM	4	Carla Maria Xella, psicologa	flight	250,00	1,00	250,00	ROMA-BRUXELLES-ROMA
74	B	CIPM	4	Arianna Specchio, psicologa	flight	250,00	1,00	250,00	ROMA-BRUXELLES-ROMA
75	B	GDDL	4	Giuseppe D'Agostino, project manager	flight	250,00	1,00	250,00	ROMA-BRUXELLES-ROMA
76	B	CIPM	4	PAOLO VARALDI, PSICOLOGO	DSA	200,00	2,00	400,00	
77	B	CIPM	4	Paolo Giuini criminologo	DSA	200,00	2,00	400,00	
78	B	CIPM	4	Laura Emiletti psicologa	DSA	200,00	2,00	400,00	
79	B	CIPM	4	Carla Maria Xella, psicologa	DSA	200,00	2,00	400,00	
80	B	CIPM	4	Arianna Specchio, psicologa	DSA	200,00	2,00	400,00	
81	B	GDDL	4	Giuseppe D'Agostino, project manager	DSA	200,00	2,00	400,00	
82	B	CNCPO	4	Patrizia Torretta, funzionario polizia	flight	250,00	1,00	250,00	ROMA-BRUXELLES-ROMA
83	B	CNCPO	4	Cristina Bonucchi, funzionario polizia	flight	250,00	1,00	250,00	ROMA-BRUXELLES-ROMA
84	B	CNCPO	4	Elvira Damato, funzionario polizia	flight	250,00	2,00	500,00	ROMA-BRUXELLES-ROMA
85	B	STC	4	Silvia Allegro, Senior trainer,	flight	250,00	2,00	500,00	ROMA-BRUXELLES-ROMA
86	B	CNCPO	4	Patrizia Torretta, funzionario polizia	DSA	200,00	2,00	400,00	ROMA-BRUXELLES-ROMA
87	B	CNCPO	4	Cristina Bonucchi, funzionario polizia	DSA	200,00	2,00	400,00	ROMA-BRUXELLES-ROMA
88	B	CNCPO	MEETING BRUXELLES	Elvira Damato, funzionario polizia	DSA	200,00	2,00	400,00	ROMA-BRUXELLES-ROMA
89	B	STC	MEETING BRUXELLES	Silvia Allegro, Senior trainer,	DSA	200,00	2,00	400,00	ROMA-BRUXELLES-ROMA
90	E	GDDL		AUDIT - DR. NICOLA LEONETTI	days	250,00	12,00	3.000,00	
91	E	GDDL	4	STAMPA MATERIALE PER CONFERENZA FINALE	unit	3,00	500,00	1.500,00	
92	E	GDDL	4	Final conference in Bruxelles cost for translate White Paper	FEE	35,00	50,00	1.750,00	
93	K	GDDL		CONTRIBUTION IN CASH	CASH	24.000,00	1,00	26.000,00	
94	K	STC		CONTRIBUTION IN CASH	CASH	1.200,00	1,00	1.200,00	
95	F	CIPM		OVERHEADS	CASH	13.000,00	1,00	13.000,00	
96	F	STC		OVERHEADS	CASH	1.000,00	1,00	1.000,00	

ANNEX III

MID-TERM PROGRESS REPORT

The scanned version of the duly completed and signed mid-term **Progress Report** referred to in Article I.6.1 of this Grant Agreement must be sent **by e-mail** at the latest by project mid-term to the responsible project officer in the Commission and **to the functional mail box: home-isec@ec.europa.eu**.

The reporting period for the Progress Report runs from the start date of the project until one month prior to the submission date of the report.

The Progress Report (word) can be downloaded from the ISEC webpage: http://ec.europa.eu/home-affairs/funding/isec/funding_isec_en.htm.

ANNEX IV

FINAL REPORTING DOCUMENTS

The **final reporting documents** referred to in Article I.6.2 of this Grant Agreement must be submitted **on paper in duplicate (1 original and 1 copy) within three months** following the end date of the project as specified in Article I.2.2 of this Grant Agreement.

An **electronic version** (USB memory stick or CD-ROM) **must also be submitted** containing:

- 1) the Technical Implementation Report (Word document),
- 2) the Budget Form (Excel document),
- 3) the Summary (Word document).

The Technical Implementation Report (Word) and the Budget Form (Excel) can be downloaded from the ISEC webpage:

http://ec.europa.eu/home-affairs/funding/isec/funding_isec_en.htm

1. The **Technical Implementation Report** must be precise, correctly completed using the existing template; all questions must be answered; duly signed and dated by the Authorised Signatory.

2. The **Detailed Budget Execution Sheet (Sheet 5 of the Budget Form)**. This sheet is for entering the data on the actual implementation of the project both in terms of expenditure and income. The encoding has to follow the same logic and order as in the Forecast Budget Calculation (Sheet 3 of the Budget Form). Please use the same budget Headings, objectives, actions and descriptions. At this stage, it is important to insert the **real incurred costs and the real income**, no estimates, no lump sums, no flat rates (except for the indirect costs)!

In addition to the forecasted budget, this sheet has a column for inserting the beneficiary's accounting reference. This accounting reference can be an exact entry in the accountancy or an analytical reference making it possible to consolidate information, in order to facilitate its analysis. In case of an audit, this reference is part of the audit trail.

Also the pre-financing payments received from the Commission should be included under the budget Heading J.

Budget Heading H should not be filled in as, by way of derogation of article II.16.4, interest yielded on pre-financing is not due to the Commission.

The columns L, M, N, O, P and Q are reserved for the Commission to analyse the beneficiary's statement and to indicate the rejected amounts which are not considered eligible, as well as the amounts not eligible but accepted for the calculation of the **no-profit rule**. *Please do not write or change anything in these columns*. The Commission grant may only cover the remainder of the costs necessary for the project implementation. Consequently, the total revenue related to the project is deducted from the total amount of accepted expenditure. Where there is a surplus, the contribution of the beneficiary/ies is reduced. If the surplus is higher than the beneficiary's/beneficiaries' own contribution, the rest of the profit shall remain with the EU,

meaning that the EU grant will be reduced up to the balancing figure between accepted costs and other income. The calculation of the no-profit rule results in the amount "C" (cell G26) in the Budget and Execution Summary Sheet (Sheet 4 of the Budget Form).

If relevant, the Commission inserts an explanation on specific lines, in order to facilitate the beneficiary's understanding of the Commission's position and identifying the amounts retained as ineligible, and as accepted or not.

In the Budget and Execution Summary Sheet (Sheet 4 of the Budget Form), the amounts are automatically inserted and consolidated by budget heading/item. It provides the amounts of the estimated, declared, eligible and accepted expenditure. It also enlists the estimated and declared income. It further shows the final calculation of the amount of the grant and of the final payment or reimbursement. This sheet is write-protected.

3. A **summary** of maximum two pages in English (Word document) summarising the objectives, the context, the target groups, the activities (what and where), the achievements and the deliverables of the project. This summary is to be published on the website of the Commission, DG Home Affairs, within the framework of its information and dissemination activities.

4. All the **deliverables** produced within the framework of the ISEC project, **such as reports, surveys, CD-ROMs, DVDs**, and other deliverables and documents produced within the framework of the project (**an electronic version of all these documents must be also provided**); where courses, seminars, conferences, studies, etc. are concerned, signed attendance lists, agendas, results of the evaluation made by the participants and copies of the conclusions or proceedings.

5. **The Cost Claim Sheet (Sheet 6 of the Budget Form)**. This sheet is in fact the final payment request to be completed by the co-ordinator. By default, the information introduced in Sheet 1 'ID Form' is copied to this sheet. Similarly, the amount of the final payment (cell I19) is copied from Sheet 4 **Budget & Execution Summary**. The declaration regarding the VAT-status must be encoded by the co-ordinator. Finally, the legal representative of the co-ordinator has to date and sign this **Cost Claim** Sheet and send the original paper copy by postal mail or courier to the Commission.

In accordance with Council Directive 2006/112/EC of 28/11/06 value added tax (VAT) is a non-eligible cost unless the beneficiaries can show that they are unable to recover it. It should be noted that VAT paid by public bodies is not an eligible cost (cf. Article II.14.4).

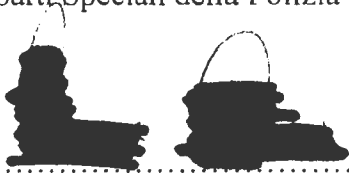
In accordance with Art. II.20.2 of the Grant Agreement, the beneficiaries shall keep at the Commission's disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of the balance specified in Article I.5.

6. An **external audit of the accounts** (i.e. a certificate on the action's financial statements and underlying accounts for each EU grant amount exceeding 100.000 EUR per beneficiary), produced by an approved auditor *or a competent and independent public officer (in the case of public bodies)*. Its purpose is to certify that the submitted accounts are sincere, reliable and substantiated by adequate supporting documents.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
5. A copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURE

For the co-beneficiary
Santi Giuffrè
Direttore Centrale per la Polizia Stradale,
Ferroviaria, delle Comunicazioni e per i
Reparti Speciali della Polizia di Stato



.....
(Signature)

Done at Rome (Place),

17/12/2013 (Date)

For the co-ordinator
Angiolo Marroni
Garante



.....
(Signature)

Done at Rome (Place),

17/12/2013 (Date)

In duplicate in English

ANNEX V
MANDATE

Centro Nazionale per il Contrasto della Pedopornografia in Internet

Via Tuscolana, 1548 – 00173 Rome, Italy
80202230589

(“the co-beneficiary”), represented for the purposes of signature of this mandate by **Santi Giuffrè**,
Direttore Centrale per la Polizia Stradale, Ferroviaria, delle Comunicazioni e per i Reparti Speciali
della Polizia di Stato

of the one part,

and

Garante delle Persone sottoposte a misure restrittive della libertà

Via Pio Emanuelli,1 – 00143 Rome, Italy

(“the co-coordinator”), represented for the purposes of signature of this mandate by **Angiolo Marroni**, Garante

of the other part,

HAVE AGREED

For the purposes of implementation of **agreement “Treatment and diagnostic profile of children sex offenders on-line for the prevention and fight against”**,
HOME/2012/ISEC/AG/4000004373 between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of accepts all the provisions of above agreement with European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary’s participation in the action.

ANNEX V
MANDATE

Save The Children Italia ONLUS

Associazione

Registration n. 297 of 23.11.2004 "Prefettura di Roma Ufficio Registro Persone Giuridiche"

Via Volturmo, 58 - 00185 Rome, Italy



~~Save The Children~~
Italia ONLUS - CF 97227450158

("the co-beneficiary"), represented for the purposes of signature of this mandate by **Claudio Tesauro**, President

of the one part,

and

Garante delle persone sottoposte a misure restrittive della libertà

Via Pio Emanuelli, 1 - 00143 Rome, Italy

80143490581,

("the co-ordinator"), represented for the purposes of signature of this mandate by **Angiolo Marroni**, Garante

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "**Treatment and diagnostic profile of children sex offenders online for the prevention and fight against**", HOME/2012/ISEC/AG/4000004373 between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all


provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
5. A copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary


Claudio Tesaro
President


[Signature] Save the Children
Italia ONLUS

Done at Roma [Place],
01/12/2013 [Date]

For the co-ordinator

Angiolo Marroni
Garante


[Signature]

Done at Rome [Place],
6/12/2013 [Date]

In duplicate in English

ANNEX V
MANDATE

Centro Italiano per la Promozione della Mediazione - Associazione per la gestione pacifica dei conflitti

Associazione

Registration n. 42234 of 11.10.2011 "Agenzia delle Entrate 1° Ufficio di Milano"

Via Correggio, 1 - 20149 Milan – Italy

12809240158,

("the co-beneficiary"), represented for the purposes of signature of this mandate by **Paolo Giulini**,
President

of the one part,

and

Garante delle persone sottoposte a misure restrittive della libertà

Via Pio Emanuelli, 1 - 00143 Rome, Italy

80143490581,

("the co-ordinator"), represented for the purposes of signature of this mandate by **Angelo Marroni**,
Garante

of the other part,

HAVE AGREED

For the purposes of the implementation of the agreement "**Treatment and diagnostic profile of children sex offenders online for the prevention and fight against**",
HOME/2012/ISEC/AG/4000004373 between the European Commission and the co-ordinator,

The following:

1. The co-beneficiary grants power of attorney to the co-ordinator, to act in his name and for his account in signing the above-mentioned agreement and its possible subsequent riders with the European Commission. Accordingly, the co-beneficiary hereby mandates the co-ordinator to take full legal responsibility for the implementation of such an agreement.
2. The co-beneficiary hereby confirms that he has taken careful note of and accepts all the provisions of the above agreement with the European Commission, in particular all provisions affecting the co-beneficiary and the co-ordinator. In particular, he acknowledges that, by virtue of this mandate, the co-ordinator alone is entitled to receive funds from the


Commission and distribute the amounts corresponding to the co-beneficiary's participation in the action.

3. The co-beneficiary hereby agrees to do everything in his power to help the co-ordinator fulfil the co-ordinator's obligations under the above agreement. In particular, the co-beneficiary hereby agrees to provide to the co-ordinator whatever documents or information may be required, as soon as possible after receiving the request from the co-ordinator.
4. The provisions of the above agreement, including this mandate, shall take precedence over any other agreement between the co-beneficiary and the co-ordinator which may have an effect on the implementation of the above agreement between the co-ordinator and the Commission.
5. A copy of this mandate shall be annexed to the above agreement and shall form an integral part of it.

SIGNATURES

For the co-beneficiary

Paolo Giulini
President


.....
[Signature]

Done at MILAN..... [Place],

.. 29 NOVEMBER 2013..... [Date]

For the co-ordinator

Angiolo Marroni
Garante

 
.....
[Signature]

Done at Rome..... [Place],

..... 6/12/2013..... [Date]

In duplicate in English

*Annex VI***Specific conditions related to publicity obligations for a grant awarded by the European Commission under the Specific Programme "Prevention of and Fight against Crime" (ISEC)****1. Information requirements for any communication or publication**

Where the Coordinator and Co-beneficiaries are involved in visibility activities they shall inform the public, press and media of the action (internet included), which must, in conformity with Article II.5 of the Grant Agreement, visibly indicate the mention:

"Co-funded by the Prevention of and Fight against Crime Programme of the European Union"

The following graphic logos shall be used:

In colour



"Co-funded by the Prevention of and Fight against Crime Programme of the European Union"

Monochrome:



"Co-funded by the Prevention of and Fight against Crime Programme of the European Union"

The logo must always be followed by the text indicated above. Logos without the wording mentioned above are strictly forbidden.

2. Publications

Where the action or part of the action is a publication, the following mention must also be indicated: *"This project has been funded with support from the European Commission. This publication [communication] reflects the views only of the author, and the European Commission cannot be held responsible for any use which may be made of the information contained therein"*, which, together with the graphic logos shall appear on the cover or the first pages following the editor's mention.

3. Use of signs and posters

If the action includes events for the public, signs and posters related to this action shall be displayed. This shall include the logos and texts mentioned under paragraph 1. Authorisation to use the logos implies no right of exclusive use and is limited to this agreement. As the action is co-financed, the importance given to the above-mentioned publicity must be in proportion with the level of Union financing.

For more details please refer to the guidelines to the use of the EU emblem in the context of EU programmes published on DG HOME AFFAIRS website (http://ec.europa.eu/dgs/home-affairs/financing/fundings/pdf/eu-emblem-rules-hr_en.pdf)