

AGREEMENT

Between

The Presidency of the Council of the Ministries – Department for Antidrug Policies, Fiscal Code 80188230587, located in Rome, Via Po 16/A 00198 - Rome, represented by Giovanni Serpelloni, M.D., Head of the Department (hereinafter referred to as the Department)

and

The United Nations Interregional Crime and Justice Research Institute, fiscal Code 80420900583, located in Viale Maestri del Lavoro, 10, Turin, represented by its Director, Jonathan Lucas, in his functions as the legal representative (hereinafter referred to as UNICRI)

Whereas Law n. 400, August 23rd 1988, disciplines the activities of the Government and the organization of the Presidency of the Council of the Ministries;

Whereas the consolidation law on the Discipline of drugs and psychotropic substances, prevention, cure and rehabilitation of drugs addiction, approved by Decree n. 309, October 9th 1990 of the President of the Republic and following modifications and integration is considered;

Whereas the Legislative Decree n. 303, July 30th 1999, is considered on the "Organization of the Presidency of the Council of Ministries, according to section 11 of the law n. 59, March 15th 1997" and in particular Art. 7, par. 4, which states that for the development of special duties, fulfilment of specific results or for the accomplishment of specific programmes, the President of the Council establishes, by his own Decree, dedicated mission structures for a limited period of time specified in their constitutive act;

Whereas Art. 2, par. 5 of the Decree of the President of the Council of the Ministries of July 23rd 2002 is considered, on the "Organization of the general structures of the Presidency of the Council of the Ministries" which allows the set up of dedicated mission structures for the organizational support of the undersecretaries that do not have at their disposal any structure;



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Whereas the Decree of the President of the Council of Ministries dated December 9th, 2002 is considered on the “Discipline of the financial and accounting autonomy of the Presidency of the Council of Ministries” and its further modifications and integrations;

Whereas the Decree of the President of the Republic, May 12th 2008 is considered on the appointment of Sen. Carlo Amedeo Giovanardi as Undersecretary of State at the Presidency of the Council of Ministries;

Whereas the Decree n. 85 of May 16th 2008 is considered, on the “Urgent Dispositions for the adjustment of the Government Structures in application of Art. 1, Par. 376 and 377 of the law n. 244 of 24th December, 2007, converted with modification in law n. 121 of July 14th 2008;

Whereas the Decree of the President of the Council of Ministries of June 13th, 2008 is considered which delegates the Undersecretary Sen. Carlo Amedeo Giovanardi in charge of the definition of drug prevention policy, family and social services policies;

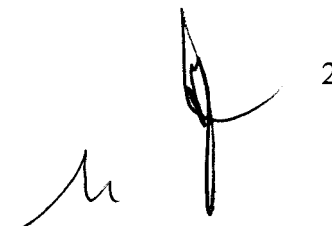
Whereas the Decree of the President of the Council of Ministries of June 20th, 2008, registered by the State Auditors Department on July 8th, 2008, Reg. 8 – Presidency, pg n. 20, is considered by which a Structure denominated “National Department for Anti-drug Policies” is created, functionally subject to the President of the Council of Ministries or the appointed Undersecretary”;

Whereas the Decree of the Presidency of the Council of Ministries of December 18th, 2008 is considered, which extends until December 31st, 2009 and in any case not after the establishment of a general structure according to Art. 7, Par. 2 and 3 of the Legislative Decree n. 303 of 30th of July 1999 the activity of the mission structure denominated “National Department for Anti-drug Policies” registered by the State Auditors Department on February 10th 2009, Reg. 1, pg 326;

Whereas the Decree of the Undersecretary of State in charge of the definition of drug prevention policy, family and social services policies, Sen. Carlo Giovanardi of January 23rd 2009 is considered on the internal organization of the mission structure denominated “National Department for Anti-drug Policies” registered by the State Auditors Department on March 6th 2009, Reg. 2, pg n. 280;

Whereas the Decree of the President of the Council of Ministers of 15 January 2010, registered by the State Auditors Department on February 4th 2010, Reg. n. 1, pg n. 296 is considered which appoints Giovanni Serpelloni, M.D., as Head of the National Department for Antidrug Policies;

Whereas the Decree of the Presidency of the Council of Ministers of November 22nd 2010 is considered for the approval of the budget of the Presidency of the Council of Ministers for the Fiscal Year 2011;

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Whereas the Statute adopted by ECOSOC, the Economic and Social Council of the United Nations, by the resolution 1989/56 of May 24th 1989 is considered on the regulations concerning the organization and objectives of UNICRI;

Whereas Law n. 414 of March 28th 1968, the Decree of the President of the Republic n. 193 of February 10th, 1978, and the Law n.17 of January 20th 1997 is considered concerning the legal status of UNICRI in Italy;

Considering that

Art.15 of the Law n. 241 of August 7th 1990 states that the public Administration may reach agreements with other Public Administrations in order to develop cooperation activities of common interest;

The National Department for Anti-drug Policies cooperates with many different international and European institutions and organizations;


Art.15 of the D.P.R. n.309 of October 9th 1990 (Consolidating Legislation on drugs and psychotropic substances, prevention, care and rehabilitation of addictions) entrusts the Ministry of Health with the "periodic publication and diffusion to Regions and Health Local Authorities of updated data on substances indicated in the relevant tables, their effects, care methods, list of specialized health and social centers qualified for the prevention and care of drug addiction".

In the framework of the activities envisaged by art. 15 of the D.P.R. n.309 of October 9th 1990, the Ministry of Health provides for the publication and diffusion of the Bulletin on Addiction;

UNICRI supports the Governments of Member States in the implementation of their policies, within its mandate and including the field of drug addiction;

Since 1991 and without interruption, UNICRI carries out for the Ministry of Health the project "Selection and collection of scientific and educational documentation for the prevention of AIDS and addictions and the publication of the Bulletin on drug addiction and alcoholism"

In the area of intervention dedicated to the prevention and the fight against dependence on legal or illegal drugs, the Department for Antidrug Policies of the Italian Presidency of

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Ministers, in collaboration with the Ministry of Health, requested the UNICRI technical support for the construction of an informative portal on drugs, addictions and related phenomena, called Drog@news;

In the same area of intervention, the Department for Antidrug Policies of the Italian Presidency of Ministers also requested the UNICRI technical support for the creation of the Scientific Community on Addiction.

The Department for Antidrug Policies intends to reinforce and to expand the use of information instruments and therefore it intends to avail itself of UNICRI collaboration, considering the positive outputs and its expertise in this specific matter. UNICRI is the most appropriate partner for the prosecution of activities related to the development of the above mentioned project, which is a useful instrument for the diffusion of the most relevant national and international scientific updates on prevention, care and rehabilitation of drug addiction;

UNICRI (United Nations Interregional Crime and Justice Research Institute) and the Department for Antidrug Policies of the Italian Presidency of Ministers have agreed to cooperate in the implementation of the project entitled Scientific Community on Addiction Project (hereinafter referred to as "the project"), which project is described in Annex A hereto.

IT IS AGREED UPON AND SIGNED WHAT FOLLOWS

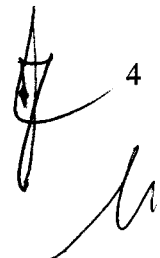
Art. 1

Subject

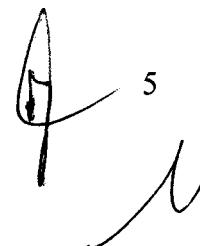
1. The National Department for Anti-drug Policies has informed UNICRI of its willingness to contribute funds to meet the costs of the project described in Annex A.
2. It has been agreed between UNICRI and the Department, that the UNICRI shall be responsible under the terms of this Agreement for the management of the funds contributed by the Department to meet the costs of the project.

Art. 2

Effectiveness, Duration, Extension

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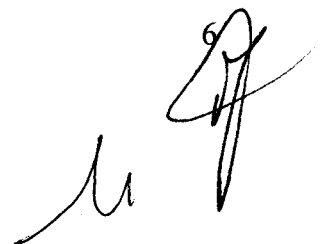
1. This Agreement shall remain in full force and effective from the date of notification to UNICRI by the Department of the registration of the decree of approval of the Agreement by the Department for Financial Control and of the decree regarding the financial commitment.
2. UNICRI will communicate the start of the activities of the project according to the modalities specified in Annex A, in particular after the conclusion of the Agreement for the year 2010-2011, signed on 14 October 2010, recorded on 8 November 2010 and expiring on 8 May 2012.
3. Therefore, the date of the beginning of the project, which allows to calculate also its termination according to its duration, will be the one reported in the letter by which UNICRI communicates to the Department the "beginning of the activities".
4. Failure in formally communicating "the beginning of the activities" shall be a cause for the invalidation and breach of this Agreement.
5. The Agreement provides for the funding of activities for 16 months starting from the "beginning of activities". The granting of the extension, which shall be subordinated to the recognition of reasons of necessity and opportunity by the Department, may be accorded only within the total amount of the funding.
6. The request for an extension, in order to be considered valid, should be submitted by UNICRI within 60 days from the date of termination of the project as defined in para. 3 above.
7. The Department may grant specific extensions, prior to formal and motivated request by UNICRI and formal approval by the Department, which, in case of acceptance, will be sent through registered mail.
8. In case of lack of reply by the Department the request will not be considered accepted by tacit assent.
9. This Agreement foresees, after the completion of activities, the possibility of an extension and re-funding of the Agreement for another year, on the basis of a positive outputs evaluation from the Department for Anti-drug Policies and subject to funding availability.

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Art. 3

Project Implementation and Monitoring

1. The activities of this Agreement will be carried out according to the provisions set out in Annex A, in line with the objectives, methods and timing as defined thereto.
2. The Department and UNICRI designate as the officers who will be in charge of coordinating the activities contained in this Agreement, respectively Elisabetta Simeoni Technical and Scientific Area General Director, Department for Antidrug Policies, and Alessandra Liquori O'Neil, Project Officer, UNICRI.
3. Both Officers will act as focal point and provide the operational link between the Department and UNICRI, in their respective functions and according to the obligations undertaken.
4. The Department and UNICRI can make use of a specific Project Group for the coordination and the evaluation of the regular implementation of the project activities.
5. The members of the Project Group will be designated by the Head of the National Department for Anti-drug Policies and UNICRI. The Group will be in charge of verifying the development of the project's activities and the adequacy of the expenses undertaken.
6. Evaluations of the activities financed within this project Agreement, including evaluation by UNICRI, Department and Project Group shall be undertaken in accordance with the provisions contained in Annex A.
7. The Project Group does not imply specific costs for both the Department and UNICRI.
8. The Department and UNICRI will undertake any initiative considered useful for the monitoring of the activities carried out and for their subsequent evaluation, according to the evaluation plan foreseen in the project, the indications of the Head of the Department or his/her delegate and according to what stated above.
9. UNICRI will allow and facilitate the evaluation and monitoring of the project as this being the condition for the validity of the Agreement. It is intended, however, that all the financial contributions paid to UNICRI will be subject exclusively to the Institute's internal

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and external auditing procedures, according to what stated by Act n. 414, of March 28th 1968, by the Decree of the President of the Republic n.193, of February 10th, 1978 e by Act n. 17, January 20th 1997 concerning the legal status of UNICRI in Italy.

Art. 4

Financial contributions

1. The Department shall, in the manner referred to in Art.5 below, provide to UNICRI a contribution of EUR 370,000.00 (Threehundredseventhousand/00 EUR). UNICRI shall use such funds to meet the costs of the project as in Annex A.
2. The financial contributions for the implementation of the project will be charged to the budget of the Presidency of the Council of Ministries Anti-drug Policies" Chapter 786.

Art. 5

Terms of payment

1. The Department shall, in accordance with the schedule of payments set out below, deposit the aforesaid funds, to the account indicated below, on the understanding that, with the exception of the last installment, payments will be made in advance of the activities to be undertaken:

- a) 60% of the total contribution (EUR 222,000.00/twohundredtwentytwothousandand/00) will be paid to UNICRI after the registration by the Administrative Control Dept. of the decree of approval of this Agreement and of the decree related to the financial commitment as well as the receipt of the letter by UNICRI communicating the start of the activities as specified in Art 2, par. 2, above.
- b) 40% of the total contribution indicated in Art. 4, par. 1 (EUR 148,000.00/Onehundredfortyeighthousandand/00) will be paid after eight months from the beginning of the activities as specified in Art. 2, par. 3 and , upon presentation of the

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the activity report and the financial report that will have to show the expenditure of at least 70% of the budget assigned in the first instalment to UNICRI and after a positive evaluation by the Department on the results achieved.

2. The financial contribution is paid to UNICRI exclusively to meet the costs of the activities indicated in Annex A of this Agreement and in order to reimburse the expenditures actually incurred for the implementation of the project, as they result from the financial report in Annex B. In any case the financial contribution shall not constitute or generate any earnings for UNICRI.

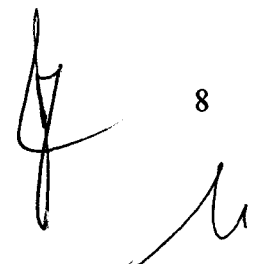
3. The purchases and expenditures may be legitimated only if they refer exclusively to the activities of the project according to what has been foreseen in it.

4. The activity shall not consist, in any case, as an enterprise activity or a supply of services to the Department.

5. Payments, with the exception of the first instalment specified in Art. 5 Para 1.a, will be effected within 60 days after receiving the request by UNICRI, accompanied by the result and financial report regarding the expenditures which have actually been incurred for the realization of the activities carried out during the periods to which the payment refers (Annex B). Payments shall be transferred to the account of the United Nations Interregional Crime and Justice Research Institute no.130109295452 ABI 03069 CAB 01191 (IBAN IT 07 M030 6901 1911 3010 9295 452), Istituto Bancario San Paolo, sportello CIF/OIL, V.le Maestri del Lavoro, 10127 Torino, Italy (non domestic - Euro), upon presentation of a regular debit note addressed to Presidency of the Council of Ministries – National Department for Anti-drug Policies - Via Po 16/A, 00198 - Rome.

6. The Department shall not be responsible for any delays in the payment of instalments, if these are engendered by law audits or unavailability of cash.

7. The aforesaid funds and the activities financed there from shall be administered by UNICRI in accordance with the applicable United Nations regulations, rules and directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with the provisions of such regulations, rules and directives.

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8. UNICRI shall neither advance any sum of money, nor incur any financial obligation related to the project, prior to the receipt of the instalments of the total contribution, as specified in paragraph 1, letters a) and b).

9. UNICRI shall commence and continue to conduct operations under this Agreement on the receipt of contributions in accordance with the schedule of payments set out in Article 5.

10. If unforeseen expenditures arise, UNICRI shall submit a supplementary budget to the Department showing the further funding that will be necessary. If no such further funding is available, the assistance provided to the project under this Agreement may be reduced or, if necessary, terminated by UNICRI. In no event will UNICRI assume any liability in excess of the funds provided by the Department.

11. In case the financial contribution given to UNICRI for the implementation of activities is not completely spent on expiration or termination of this Agreement, the funds will continue to be held by UNICRI until all expenditures it has incurred have been satisfied from such funds. Thereafter, any surplus remaining shall be used for other activities relevant to this project. The additional activities shall be identified by the Department in concurrence with UNICRI, and they shall become subject to an extension of the duration of the project itself.

Art. 6

Ownership of property

1. Ownership of equipment, supplies and other property financed from these funds shall vest in the United Nations. On the termination or expiration of this Agreement, the matter of ownership shall be determined in accordance with the provisions of the applicable project document between UNICRI and the Department, or, should the applicable project document not contain any such provisions, then the matter shall be a subject for consultations between the Department and UNICRI.

Art. 7

Report on the results and financial report

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1. UNICRI shall provide the Department with the activity reports and the financial reports as indicated in Annex A, within thirty days from the end of the first eight months of activity and within thirty days from the end of the agreement, otherwise this Agreement shall be considered terminated.
2. The progress reports shall be forwarded in modifiable (not image) electronic format and in hard copy signed in each of its parts via registered mail or by hand.
3. The progress reports shall contain the specifications as set in Annex A, in particular the objectives, the indicators, and the results obtained.
4. During the development of the project activities foreseen in this Agreement, adjustments can be made to the project and to the financial plan only if authorized by the Department and within the limit of the total budget, if these adjustments will improve the use of the budget itself. The financial adjustments may be requested only by the UNICRI Legal Representative and they can be implemented only upon receipt of written assent of the Department.
5. Within thirty days after the end of the project's activities, UNICRI shall transmit a final report of the activities and a financial report on the expenses incurred and obligated for the implementation of the project (Annex B). Failure to comply with this provision shall result in the termination of this Agreement and in the recovery of the sums disbursed by the Department.

Art.8



Rules on the Agreement

1. This Agreement and any other document concerning it are subject to the general principles of law with the exception of particular national legal systems, on the understanding that to all UNICRI activities the Regulations, Rules and Policies only will apply

Art.9

Privacy and Property of collected data

1. UNICRI commits itself to guarantee the privacy of personal data used within the implementation of the activities subject of this Agreement.

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2. The results of the activities subject of this Agreement will be property of the Department, without prejudice to the UNICRI's right, prior formal authorization of the Department, to use the project results without time and territorial limits, for research and didactic goals. This will not enable UNICRI to acquire more property rights than those contemplated by this Agreement. UNICRI cannot use the results of the project for commercial aims (direct or indirect). UNICRI cannot use the data, except with a formal authorization, in institutional contexts (national and/or international) where UNICRI participates on behalf of the Department except for use of results by UNICRI for internal official purposes.. Any publication or event related to the project's activities must have, after having received formal authorization, the following wording: "Attività/progetto finanziato dal Dipartimento per le Politiche Antidroga della Presidenza del Consiglio dei Ministri" together with the Department's logo.


3. The Department shall dispose of the project documents for any use, including the publication of data and news related to the results obtained with the implementation of the project, and anything believed as necessary and useful.

4. Any data and electronic archives created within the framework of the project related to this Agreement and the results obtained from the implementation of the project shall be made available by UNICRI to the Department without restrictions. The data can be entered and published on the website of the National Department for Anti-drug Policies as well as on information portals for research and study purposes of other organizations and agencies upon authorization by the Department.

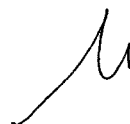
Art. 10

Diffusion of data and outcomes

1. The data and results of the project, even partially, cannot be subject of media communication or diffusion to newspapers, television, radio or internet by UNICRI. It is as well prohibited to give these data and information to third parties, including political organization and agencies or public administrations, without having received a formal authorization from the Department. The diffusion of data and information regarding the project is an exclusive and institutional task of the Department or of its delegate.



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Art. 11

Conflict of interests

1. The Department and UNICRI will carry out any necessary provision in order to prevent any possible conflict of interest, which could compromise the impartiality and objectivity of activities implemented within this Agreement.
2. Should conflict of interests arise, the Department and UNICRI will immediately undertake any action to resolve it.

Art. 12

Responsibility

1. The Department is not responsible for possible damages which can derive to third parties from the management of the activities put into effect by UNICRI in order to carry out the project.
2. The two parties commit themselves to release one another from all damages, actions, expenses and costs, which may arise in connection with actions, which involve direct responsibilities of one of the parties with regard to third parties.

Art. 13

Treatment of personal data

1. UNICRI guarantees that the treatment of personal data will be carried out only for the aims strictly inherent to the execution of this Agreement, respecting the general principles of personal data protection.
2. UNICRI guarantees that the treatment of data, both on hard copies and electronically, will be carried out by dedicated personnel appointed as "Charged of the Treatment of Personal Data", informed about their responsibilities contemplated by the general principles of personal data protection.
3. The Department commits itself to observe the regulations of Legislative Decree no. 196 of 30th June 2003 and further revisions and integrations.



Art. 14

Withdrawal, resolution and penalty

1. This Agreement may be terminated by either party on 30 days' written notice to the other party, subject to the continuance in force of article 5 for the purposes there stated.
2. In case of failure to respect the deadline for completion of the planned activities for reasons attributable to UNICRI, UNICRI will notify the Department. Following the receipt of such notification, the Parties shall consult to determine what action to take for a solution. If UNICRI fails to comply adequately, the Department can take dispute settlement procedures as established in Art. 16.

Art. 15

Privileges and Immunities

1. Nothing in this Agreement or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of UNICRI, nor as conferring any privileges or immunities to others.

Art. 16

Disputes Settlement

Any dispute which may arise between the Parties, concerning the interpretation, application and the execution of this Agreement, including its validity or termination, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.



Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.

The conciliation or the arbitration proceedings shall be conducted in English.

The Parties may request conciliation during the execution of the Agreement and anyway not later than twelve (12) months after the expiry or the termination of the Agreement. The Parties may request arbitration not later than ninety (90) days after the termination of the conciliation proceedings.



Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement and its Annexes A and B, in the English and in the Italian languages, in two original copies for each language.

In case of dispute between the two parties, the English version shall prevail.

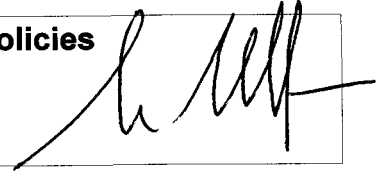
This Agreement is composed by an epigraph, an introduction, 16 Articles for a total of 14 pages.

This Agreement and its Annexes (A; B), which are an integral part of it, will be transmitted to the relevant Departments for Financial and Administrative Control.

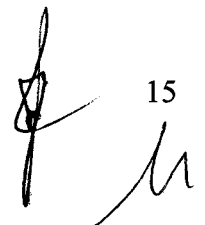
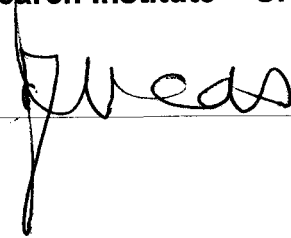
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17 NOV. 2011

National Department for Anti-drug Policies
Head of Department
Giovanni Serpelloni, M.D.



United Nations Interregional Crime and Justice Research Institute - UNICRI
Director
Jonathan Lucas



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