



EUROPEAN COMMISSION
Directorate General Justice and Consumers
Programme and financial management



GRANT AGREEMENT

NUMBER — 776834 — PIE4shelters

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **European Union** ('the EU'), represented by the European Commission ('the Commission'),

represented for the purposes of signature of this Agreement by Daniela BANKIER, Head of Unit, DIRECTORATE-GENERAL JUSTICE AND CONSUMERS , Programme management,

and

on the other part,

1. 'the coordinator':

BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI (BMSZKI), established in DOZSA GYORGY 152, BUDAPEST 1134, Hungary, VAT number: HU15493950, represented for the purposes of signing the Agreement by Tamás GYURIS

and the following other beneficiaries, if they sign their 'Accession Form' (see Annex 3 and Article 40):

2. **FEDERATION EUROPEENNE D'ASSOCIATIONS NATIONALES TRAVAILLANT AVEC LES SANS-ABRI AISBL (FEANTSA)**, established in CHAUSSEE DE LOUVAIN 194, BRUXELLES 1210, Belgium,

3. **DEPAUL UK (Depaul UK)**, established in 34 Decima Street, London SE1 4QQ, United Kingdom,

4. **COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L EXCLUSION-LIEGE (CVFE ASBL)**, established in RUE MAGHIN 11, LIEGE 4000, Belgium,

5. **FEDERAZIONE ITALIANA DEGLI ORGANISMI PER LE PERSONE SENZA DIMORA (fio.PSD)**, established in VIA GIAMBATTISTA SORIA 13, ROMA 00168, Italy, VAT number: IT03852830102,

6. **SAFE IRELAND NATIONAL SOCIAL CHANGE AGENCY COMPANY LIMITED BY GUARANTEE (SAFE Ireland)**, established in UNIT5 CENTRE COURT BLYRY BUSINESS PARK, ATHLONE WESTMEATH N37N9K6, Ireland,

Unless otherwise specified, references to 'beneficiary' or 'beneficiaries' include the coordinator.

The parties referred to above have agreed to enter into the Agreement under the terms and conditions below.

By signing the Agreement or the Accession Form, the beneficiaries accept the grant and agree to implement the action under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Annex 1	Description of the action
Annex 2	Estimated budget for the action
	Annex 2a Not applicable
Annex 3	Accession Forms
Annex 4	Model for the financial statements
Annex 5	Model for the certificate on the financial statements (CFS)
Annex 6	Not applicable

TERMS AND CONDITIONS

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CHAPTER 1 GENERAL

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the beneficiaries for implementing the action set out in Chapter 2.

CHAPTER 2 ACTION

ARTICLE 2 — ACTION TO BE IMPLEMENTED

The grant is awarded for the action entitled ‘**Making Shelters Psychologically- and Trauma-Informed — PIE4shelters**’ (‘**action**’), as described in Annex 1.

ARTICLE 3 — DURATION AND STARTING DATE OF THE ACTION

The duration of the action will be **24 months** as of 01/01/2018 (‘**starting date of the action**’).

ARTICLE 4 — ESTIMATED BUDGET AND BUDGET TRANSFERS

4.1 Estimated budget

The ‘**estimated budget**’ for the action is set out in Annex 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category (see Articles 5, 6).

4.2 Budget transfers

The estimated budget breakdown indicated in Annex 2 may be adjusted — without an amendment (see Article 39) — by transfers of amounts between beneficiaries, budget categories and/or forms of costs set out in Annex 2, if the action is implemented as described in Annex 1.

However :

- the beneficiaries may not add costs relating to subcontracts not provided for in Annex 1, unless such additional subcontracts are approved by an amendment or in accordance with Article 10;
- the transfers between budget categories must stay below 20% of the total costs for the action set out in Annex 2, unless they are approved by an amendment.

CHAPTER 3 GRANT

ARTICLE 5 — GRANT AMOUNT, FORM OF GRANT, REIMBURSEMENT RATE AND FORMS OF COSTS

5.1 Maximum grant amount

The ‘**maximum grant amount**’ is **EUR 344,302.00** (three hundred and forty four thousand three hundred and two EURO).

5.2 Form of grant, reimbursement rate and forms of costs

The grant reimburses **80%** of the action’s eligible costs (see Article 6) (‘**reimbursement of eligible costs grant**’) (see Annex 2).

The estimated eligible costs of the action are **EUR 430,380.75** (four hundred and thirty thousand three hundred and eighty EURO and seventy five eurocents).

Eligible costs (see Article 6) must be declared under the following forms (‘**forms of costs**’ or ‘**cost forms**’):

- (a) for **direct personnel costs**: as actually incurred costs (‘**actual costs**’)
- (b) for **direct travel and subsistence costs**: as actually incurred costs (**actual costs**);
- (c) for **direct costs of subcontracting**: as actually incurred costs (**actual costs**);
- (d) for direct costs of **providing financial support to third parties**: not applicable;
- (e) for **other direct costs**: as actually incurred costs (‘**actual costs**’);
- (f) for **indirect costs**: on the basis of a flat-rate applied as set out in Article 6.2.Point F (‘**flat-rate costs**’);

5.3 Final grant amount — Calculation

The ‘**final grant amount**’ depends on the actual extent to which the action is implemented in accordance with the Agreement’s terms and conditions.

This amount is calculated by the Commission — when the payment of the balance is made — in the following steps:

- Step 1 – Application of the reimbursement rate to the eligible costs
- Step 2 – Limit to the maximum grant amount
- Step 3 – Reduction due to the no-profit rule
- Step 4 – Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

5.3.1 Step 1 — Application of the reimbursement rate to the eligible costs

The reimbursement rate (see Article 5.2) is applied to the eligible costs (actual costs and flat-rate costs; see Article 6) declared by the beneficiaries (see Article 15) and approved by the Commission (see Article 16).

5.3.2 Step 2 — Limit to the maximum grant amount

If the amount obtained following Step 1 is higher than the maximum grant amount set out in Article 5.1, it will be limited to the latter.

5.3.3 Step 3 — Reduction due to the no-profit rule

The grant must not produce a profit.

‘**Profit**’ means the surplus of the amount obtained following Steps 1 and 2 plus the action’s total receipts, over the action’s total eligible costs.

The ‘**action’s total eligible costs**’ are the consolidated total eligible costs approved by the Commission.

The ‘**action’s total receipts**’ are the consolidated total receipts generated during its duration (see Article 3).

The following are considered **receipts**:

- (a) income generated by the action;
- (b) financial contributions given by third parties to the beneficiary, specifically to be used for costs that are eligible under the action.

The following are however **not** considered receipts:

- (a) financial contributions by third parties, if they may be used to cover costs other than the eligible costs (see Article 6);
- (b) financial contributions by third parties with no obligation to repay any amount unused at the end of the period set out in Article 3.

If there is a profit, it will be deducted in proportion to the final rate of reimbursement of the eligible actual costs approved by the Commission (as compared to the amount calculated following Steps 1 and 2).

5.3.4 Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

If the grant is reduced (see Article 27), the Commission will calculate the reduced grant amount by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1.

The final grant amount will be the lower of the following two:

- the amount obtained following Steps 1 to 3 or
- the reduced grant amount following Step 4.

5.4 Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations;

see Article 17) — the Commission rejects costs (see Article 26) or reduces the grant (see Article 27), it will calculate the ‘**revised final grant amount**’ for the action or for the beneficiary concerned.

This amount is calculated by the Commission on the basis of the findings, as follows:

- in case of **rejection of costs**: by applying the reimbursement rate to the *revised* eligible costs approved by the Commission for the beneficiary concerned;
- in case of **reduction of the grant**: by deducting the amount of the reduction (calculated in proportion to the seriousness of the substantial errors, irregularities or fraud or breach of obligations, in accordance with Article 27.2) from the maximum grant amount set out in Article 5.1 or from the maximum EU contribution indicated for the beneficiary in the estimated budget (see Annex 2).

In case of **rejection of costs and reduction of the grant**, the revised final grant amount will be the lower of the two amounts above.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

6.1 General conditions for costs to be eligible

‘**Eligible costs**’ are costs that meet the following criteria:

(a) for **actual costs**:

- (i) they must be actually incurred by the beneficiary;
- (ii) they must be incurred in the period set out in Article 3, with the exception of costs relating to the submission of the final report (see Article 15);
- (iii) they must be indicated in the estimated budget set out in Annex 2;
- (iv) they must be incurred in connection with the action as described in Annex 1 and necessary for its implementation;
- (v) they must be identifiable and verifiable, in particular recorded in the beneficiary’s accounts in accordance with the accounting standards applicable in the country where the beneficiary is established and with the beneficiary’s usual cost accounting practices;
- (vi) they must comply with the applicable national law on taxes, labour and social security, and
- (vii) they must be reasonable, justified and must comply with the principle of sound financial management, in particular regarding economy and efficiency;

(b) for **unit costs**: not applicable;

(c) for **flat-rate costs**:

- (i) they must be calculated by applying the flat-rate set out in Annex 2, and

- (ii) the costs (actual costs) to which the flat-rate is applied must comply with the conditions for eligibility set out in this Article;

(d) for **lump sum costs**: not applicable.

6.2 Specific conditions for costs to be eligible

Costs are eligible if they comply with the general conditions (see above) and the specific conditions set out below, for each of the following budget categories:

- A. direct personnel costs;
- B. direct travel and subsistence costs;
- C. direct costs of subcontracting;
- D. not applicable;
- E. other direct costs.
- F. indirect costs.

‘Direct costs’ are costs that are directly linked to the action implementation and can therefore be attributed to it directly. They must not include any indirect costs (see Point F below).

‘Indirect costs’ are costs that are not directly linked to the action implementation and therefore cannot be attributed directly to it.

A. Direct personnel costs

Types of eligible personnel costs

A.1 Personnel costs are eligible if they are related to personnel working for the beneficiary under an employment contract (or equivalent appointing act) and assigned to the action (**‘costs for employees (or equivalent)’**). They must be limited to salaries, social security contributions, taxes and other costs included in the **remuneration**, if they arise from national law or the employment contract (or equivalent appointing act).

They may also include **additional remuneration** for personnel assigned to the action (including payments on the basis of supplementary contracts regardless of their nature), if:

- (a) it is part of the beneficiary’s usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required;
- (b) the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used.

A.2 The **costs for natural persons working under a direct contract** with the beneficiary other than an employment contract or **seconded by a third party against payment** are eligible personnel costs, if:

- (a) the person works under the beneficiary’s instructions and, unless otherwise agreed with the beneficiary, on the beneficiary’s premises;
- (b) the result of the work carried out belongs to the beneficiary, and

- (c) the costs are not significantly different from those for personnel performing similar tasks under an employment contract with the beneficiary.

Calculation

Personnel costs must be calculated by the beneficiaries as follows:

{hourly rate
multiplied by
number of actual hours worked on the action}.

The number of actual hours declared for a person must be identifiable and verifiable (see Article 13).

The total number of hours declared in EU or Euratom grants, for a person for a year, cannot be higher than the annual productive hours used for the calculations of the hourly rate. Therefore, the maximum number of hours that can be declared for the grant are:

{number of annual productive hours for the year (see below)
minus
total number of hours declared by the beneficiary, for that person for that year, for other EU or Euratom grants}.

The ‘**hourly rate**’ is calculated as follows:

{actual annual personnel costs for the person
divided by
number of individual annual productive hours}.

using the personnel costs and the number of annual productive hours for each full financial year covered by the reporting period concerned. If a financial year is not closed at the end of the reporting period, the beneficiaries must use the hourly rate of the last closed financial year available.

The ‘number of individual annual productive hours’ is the total actual hours worked by the person in the year. It may not include holidays and other absences (such as sick leave, maternity leave, special leave, etc). However, it may include overtime and hours spent in meetings, trainings and other similar activities.

B. Direct travel and subsistence costs

Travel and subsistence costs (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if they are in line with the beneficiary’s usual practices on travel.

C. Direct costs of subcontracting (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible if the conditions in Article 10.1.1 are met.

D. Direct costs of providing financial support to third parties

Not applicable

E. Other direct costs

- E.1 The **depreciation costs of equipment, infrastructure or other assets** (new or second-hand) as recorded in the beneficiary's accounts are eligible, if they were purchased in accordance with Article 9.1.1 and written off in accordance with international accounting standards and the beneficiary's usual accounting practices.

The **costs of renting or leasing** equipment, infrastructure or other assets (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are also eligible, if they do not exceed the depreciation costs of similar equipment, infrastructure or assets and do not include any financing fees.

The only portion of the costs that will be taken into account is that which corresponds to the duration of the action and rate of actual use for the purposes of the action.

- E.2 **Costs of other goods and services** (including related duties, taxes and charges, such as non-deductible value added tax (VAT) paid by beneficiaries that are not public bodies acting as public authority) are eligible, if they are purchased specifically for the action and in accordance with Article 9.1.1.

Such goods and services include, for instance, consumables and supplies, dissemination, protection of results, certificates on the financial statements (if they are required by the Agreement), translations and publications.

F. Indirect costs

Indirect costs are eligible if they are declared on the basis of the flat-rate of 7% of the eligible direct costs (see Article 5.2 and Points A to E above).

Beneficiaries receiving an operating grant¹ financed by the EU or Euratom budget cannot declare indirect costs for the period covered by the operating grant.

6.3 Conditions for costs of affiliated entities to be eligible

Not applicable

6.4 Ineligible costs

'**Ineligible costs**' are:

- (a) costs that do not comply with the conditions set out above (Article 6.1 to 6.3), in particular:

¹ For the definition, see Article 121(1)(b) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 218, 26.10.2012, p.1) ('**Financial Regulation No 966/2012**'): '**operating grant**' means direct financial contribution, by way of donation, from the budget in order to finance the functioning of a body which pursues an aim of general EU interest or has an objective forming part of and supporting an EU policy.

- (i) costs related to return on capital;
- (ii) debt and debt service charges;
- (iii) provisions for future losses or debts;
- (iv) interest owed;
- (v) doubtful debts;
- (vi) currency exchange losses;
- (vii) bank costs charged by the beneficiary's bank for transfers from the Commission;
- (viii) excessive or reckless expenditure;
- (ix) deductible VAT;
- (x) costs incurred during suspension of the implementation of the action (see Article 33);
- (xi) in-kind contributions provided by third parties;
- (b) costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- (c) costs for staff of a national (or local) administration, for activities that are part of the administration's normal activities (i.e. not undertaken only because of the grant);
- (d) costs (especially travel and subsistence costs) for staff or representatives of EU institutions, bodies or agencies;
- (e) costs for activities that do not take place in one of the eligible countries set out in the call for proposals — unless approved by the Commission.

6.5 Consequences of declaration of ineligible costs

Declared costs that are ineligible will be rejected (see Article 26).

This may also lead to any of the other measures described in Chapter 6.

CHAPTER 4 RIGHTS AND OBLIGATIONS OF THE PARTIES

SECTION 1 RIGHTS AND OBLIGATIONS RELATED TO IMPLEMENTING THE ACTION

ARTICLE 7 — GENERAL OBLIGATION TO PROPERLY IMPLEMENT THE ACTION

7.1 General obligation to properly implement the action

The beneficiaries must implement the action as described in Annex 1 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.

7.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 8 — RESOURCES TO IMPLEMENT THE ACTION — THIRD PARTY INVOLVED IN THE ACTION

The beneficiaries must have the appropriate resources to implement the action.

If it is necessary to implement the action, the beneficiaries may:

- purchase goods, works and services (see Article 9);
- call upon subcontractors to implement action tasks described in Annex 1 (see Article 10).

In these cases, the beneficiaries retain sole responsibility towards the Commission and the other beneficiaries for implementing the action.

ARTICLE 8a — IMPLEMENTATION OF ACTION TASKS BY BENEFICIARIES NOT RECEIVING EU FUNDING

Not applicable

ARTICLE 9 — PURCHASE OF GOODS, WORKS OR SERVICES

9.1 Rules for purchasing goods, works or services

9.1.1 If necessary to implement the action, the beneficiaries may purchase goods, works or services.

The beneficiaries must make such purchases ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their contractors.

9.1.2 Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC² (or 2014/24/EU³) or ‘contracting entities’ within the meaning of Directive 2004/17/EC⁴ (or 2014/25/EU⁵) must comply with the applicable national law on public procurement.

9.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 9.1.1, the costs related to the contract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If a beneficiary breaches any of its obligations under Article 9.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 10 — IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS

10.1 Rules for subcontracting action tasks

10.1.1 If necessary to implement the action, the beneficiaries may award subcontracts covering the implementation of certain action tasks described in Annex 1.

Subcontracting may cover only a limited part of the action.

The beneficiaries must award the subcontracts ensuring the best value for money or, if appropriate, the lowest price. In doing so, they must avoid any conflict of interests (see Article 20).

The tasks to be implemented and the estimated cost for each subcontract must be set out in Annex 1 and the total estimated costs of subcontracting per beneficiary must be set out in Annex 2. The Commission may however approve subcontracts not set out in Annex 1 and 2 without amendment (see Article 39), if:

- they are specifically justified in the technical report and
- they do not entail changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

The beneficiaries must ensure that the subcontracted work is performed in one of the eligible countries set out in the call for proposals (‘place of performance obligation’) — unless otherwise approved by the Commission.

² Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public work contracts, public supply contracts and public service contracts (OJ L 134, 30.04.2004, p. 114).

³ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

⁴ Directive 2004/17/EC of the European Parliament and of the Council of 31 March 2004 coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors (OJ L 134, 30.04.2004, p. 1).

⁵ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.3.2014, p. 243).

The beneficiaries must ensure that the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 17 and 18 also towards their subcontractors.

10.1.2 The beneficiaries must ensure that their obligations under Articles 20, 21, 22 and 30 also apply to the subcontractors.

Beneficiaries that are ‘contracting authorities’ within the meaning of Directive 2004/18/EC (or 2014/24/EU) or ‘contracting entities’ within the meaning of Directive 2004/17/EC (or 2014/25/EU) must comply with the applicable national law on public procurement.

10.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 10.1.1, the costs related to the subcontract concerned will be ineligible (see Article 6) and will be rejected (see Article 26).

If a beneficiary breaches any of its obligations under Article 10.1.2, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 11 — IMPLEMENTATION OF ACTION TASKS BY AFFILIATED ENTITIES

Not applicable

ARTICLE 11a — FINANCIAL SUPPORT TO THIRD PARTIES

11a.1 Rules for providing financial support to third parties

Not applicable

11a.2 Financial support in the form of prizes

Not applicable

11a.3 Consequences of non-compliance

Not applicable

SECTION 2 RIGHTS AND OBLIGATIONS RELATED TO THE GRANT ADMINISTRATION

ARTICLE 12 — GENERAL OBLIGATION TO INFORM

12.1 General obligation to provide information upon request

The beneficiaries must provide — during implementation of the action or afterwards and in accordance with article 25.2 — any information requested in order to verify eligibility of the costs, proper implementation of the action and compliance with the other obligations under the Agreement.

12.2 Obligation to keep information up to date and to inform about events and circumstances likely to affect the Agreement

Each beneficiary must keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system; see Article 36) up to date, in particular, its name, address, legal representatives, legal form and organisation type.

Each beneficiary must immediately inform the coordinator — which must immediately inform the Commission and the other beneficiaries — of any of the following:

- (a) **events** which are likely to affect significantly or delay the implementation of the action or the EU's financial interests, in particular:
 - (i) changes in its legal, financial, technical, organisational or ownership situation
- (b) **circumstances** affecting:
 - (i) the decision to award the grant or
 - (ii) compliance with requirements under the Agreement.

12.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 13 — KEEPING RECORDS — SUPPORTING DOCUMENTATION

13.1 Obligation to keep records and other supporting documentation

The beneficiaries must — for a period of **five years after the payment of the balance** — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.

They must make them available upon request (see Article 12) or in the context of checks, reviews, audits or investigations (see Article 17).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings; see Articles 17), the beneficiaries must keep the records and other supporting documentation until the end of these procedures.

The beneficiaries must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The Commission may accept non-original documents if they considers that they offer a comparable level of assurance.

13.1.1 Records and other supporting documentation on the technical implementation

The beneficiaries must keep records and other supporting documentation on the technical implementation of the action, in line with the accepted standards in the respective field.

13.1.2 Records and other documentation to support the costs declared

The beneficiaries must keep the records and documentation supporting the costs declared, in particular the following:

- (a) for **actual costs**: adequate records and other supporting documentation to prove the costs declared, such as contracts, subcontracts, invoices and accounting records. In addition, the beneficiaries' usual cost accounting practices and internal control procedures must enable direct reconciliation between the amounts declared, the amounts recorded in their accounts and the amounts stated in the supporting documentation;
- (b) for **unit costs**: not applicable;
- (c) for **flat-rate costs**: adequate records and other supporting documentation to prove the eligibility of the costs to which the flat-rate is applied. The beneficiaries do not need to identify the costs covered or provide supporting documentation (such as accounting statements) to prove the amount declared at a flat-rate.
- (d) for **lump sum costs**: not applicable.

In addition, for **personnel costs** (declared as actual costs), the beneficiaries must keep **time records** for the number of hours declared. The time records must be in writing and approved by the persons working on the action and their supervisors, at least monthly. In the absence of reliable time records of the hours worked on the action, the Commission may accept alternative evidence supporting the number of hours declared, if it considers that it offers an adequate level of assurance.

As an exception, for **persons working exclusively on the action**, there is no need to keep time records, if the beneficiary signs a **declaration** confirming that the persons concerned have worked exclusively on the action.

13.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, costs insufficiently substantiated will be ineligible (see Article 6) and will be rejected (see Article 26), and the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 14 — SUBMISSION OF DELIVERABLES

14.1 Obligation to submit deliverables

The coordinator must submit:

- a **mid-term progress report** on the implementation of the action, within 30 days after half of the reporting period set out in Article 15.2 has passed;
- the '**deliverables**' identified in Annex 1, in accordance with the timing and conditions set out in it.

14.2 Consequences of non-compliance

If the coordinator breaches any of its obligations under this Article, the Commission may apply any of the measures described in Chapter 6.

ARTICLE 15 — REPORTING — PAYMENT REQUESTS

15.1 Obligation to submit reports

The coordinator must submit to the Commission (see Article 36) the technical and financial report(s) set out in this Article. This report includes the request(s) for payment and must be drawn up using the forms and templates provided in the electronic exchange system (see Article 36).

15.2 Reporting periods

The action has one ‘**reporting period**’:

- RP1: from month 1 to month 24

15.2a Request(s) for further pre-financing payment(s)

Not applicable

15.3 Periodic reports — Requests for interim payments

Not applicable

15.4 Final report — Request for payment of the balance

The coordinator must submit — within 60 days following the end of the reporting period — a final report, which includes the request for payment of the balance.

The **final report** must include the following:

- (a) a ‘**final technical report**’ containing:
 - (i) an **explanation of the work carried out** by the beneficiaries;
 - (ii) an **overview of the implementation** of the action, including milestones and deliverables identified in Annex 1.

This report must include explanations justifying the differences between work expected to be carried out in accordance with Annex 1 and that actually carried out;
 - (iii) a summary for publication by the Commission;
 - (iv) the answers to the ‘**questionnaire**’: not applicable;
- (b) a ‘**final financial report**’ containing:

- (i) an ‘**individual financial statement**’ (see Annex 4) from each beneficiary, for the reporting period.

The individual financial statement must detail the eligible costs (actual costs and flat-rate costs; see Article 6) for each budget category (see Annex 2).

The beneficiaries must declare all eligible costs, even if — for actual costs and flat-rate costs — they exceed the amounts indicated in the estimated budget (see Annex 2). Amounts which are not declared in the individual financial statement will not be taken into account by the Commission.

The individual financial statements must also detail the **receipts of the action** (see Article 5.3.3).

Each beneficiary must **certify** that:

- the information provided is full, reliable and true;
 - the costs declared are eligible (see Article 6);
 - the costs can be substantiated by adequate records and supporting documentation (see Article 13) that will be produced upon request (see Article 12) or in the context of checks, reviews, audits and investigations (see Article 17), and
 - that all the receipts have been declared (see Article 5.3.3);
- (ii) an **explanation of the use of resources** and the information on subcontracting (see Article 10) from each beneficiary, for the reporting period concerned;
- (iii) not applicable;
- (iv) a ‘**final summary financial statement**’, created automatically by the electronic exchange system, consolidating the individual financial statement(s) for the reporting period and including the **request for payment of the balance**;
- (v) a ‘**certificate on the financial statements**’ (drawn up in accordance with Annex 5) for each beneficiary, if:
- it requests an EU contribution of EUR 325 000 or more as reimbursement of actual costs and
 - the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

15.5 Information on cumulative expenditure incurred

Not applicable

15.6 Currency for financial statements and conversion into euro

Financial statements must be drafted in euro.

Beneficiaries with accounting established in a currency other than the euro must convert the costs recorded in their accounts into euro, at the average of the daily exchange rates published in the C series of the *Official Journal of the European Union*, calculated over the corresponding reporting period.

If no daily euro exchange rate is published in the *Official Journal of the European Union* for the currency in question, they must be converted at the average of the monthly accounting rates published on the Commission's website, calculated over the corresponding reporting period.

Beneficiaries with accounting established in euro must convert costs incurred in another currency into euro according to their usual accounting practices.

15.7 Language of reports

All report(s) (including financial statements) must be submitted in the language of the Agreement.

15.8 Consequences of non-compliance

If the report(s) submitted do not comply with this Article, the Commission may suspend the payment deadline (see Article 31) and apply any of the other measures described in Chapter 6.

If the coordinator breaches its obligation to submit the report(s) and if it fails to comply with this obligation within 30 days following a written reminder, the Commission may terminate the Agreement (see Article 34) or apply any of the other measures described in Chapter 6.

ARTICLE 16 — PAYMENTS AND PAYMENT ARRANGEMENTS

16.1 Payments to be made

The following payments will be made to the coordinator:

- a **pre-financing payment**;
- one **payment of the balance**, on the basis of the request for payment of the balance (see Article 15).

16.2 Pre-financing payment(s) — Amount

The aim of the pre-financing is to provide the beneficiaries with a float.

It remains the property of the EU until the payment of the balance.

The amount of the pre-financing payment will be EUR **275,441.60** (two hundred and seventy five thousand four hundred and forty one EURO and sixty eurocents).

The Commission will — except if Article 32 applies — make the pre-financing payment to the coordinator within 30 days from the accession of all beneficiaries to the Agreement (see Article 40).

16.3 Interim payments — Amount — Calculation

Not applicable

16.4 Payment of the balance — Amount — Calculation

The payment of the balance reimburses the remaining part of the eligible costs incurred by the beneficiaries for the implementation of the action.

If the total amount of earlier payments is greater than the final grant amount (see Article 5.3), the payment of the balance takes the form of a recovery (see Article 28).

If the total amount of earlier payments is lower than the final grant amount, the Commission will pay the balance within 90 days from receiving the final report (see Article 15.4), except if Articles 31 or 32 apply.

Payment is subject to the approval of the final report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

The **amount due as the balance** is calculated by the Commission by deducting the total amount of pre-financing and interim payments (if any) already made, from the final grant amount determined in accordance with Article 5.3:

$$\begin{aligned} & \{ \text{final grant amount (see Article 5.3)} \\ & \text{minus} \\ & \{ \text{pre-financing and interim payments (if any) made} \} \}. \end{aligned}$$

If the balance is positive, it will be paid to the coordinator.

The amount to be paid may however be offset — without the beneficiaries' consent — against any other amount owed by a beneficiary to the Commission or an executive agency (under the EU or Euratom budget), up to the maximum EU contribution indicated, for that beneficiary, in the estimated budget (see Annex 2).

If the balance is negative, it will be recovered from the coordinator (see Article 28).

16.5 Notification of amounts due

When making payments, the Commission will formally notify to the coordinator the amount due, specifying that it concerns the payment of the balance.

For the payment of the balance, the notification will also specify the final grant amount.

In the case of reduction of the grant or recovery of undue amounts, the notification will be preceded by the contradictory procedure set out in Articles 27 and 28.

16.6 Currency for payments

The Commission will make all payments in euro.

16.7 Payments to the coordinator — Distribution to the beneficiaries

Payments will be made to the coordinator.

Payments to the coordinator will discharge the Commission from its payment obligation.

The coordinator must distribute the payments between the beneficiaries without unjustified delay.

16.8 Bank account for payments

All payments will be made to the following bank account:

Name of bank: OTP BUDAPESTI R. V. NADOR U.

Full name of the account holder: BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI DEVIZASZAL

Full account number (including bank codes):

IBAN code: HU37117518410005988400000000

16.9 Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Commission bears the cost of transfers charged by its bank;
- the beneficiary bears the cost of transfers charged by its bank;
- the party causing a repetition of a transfer bears all costs of the repeated transfer.

16.10 Date of payment

Payments by the Commission are considered to have been carried out on the date when they are debited to its account.

16.11 Consequences of non-compliance

16.11.1 If the Commission does not pay within the payment deadlines (see above), the beneficiaries are entitled to **late-payment interest** at the rate applied by the European Central Bank (ECB) for its main refinancing operations in euros ('reference rate'), plus three and a half points. The reference rate is the rate in force on the first day of the month in which the payment deadline expires, as published in the C series of the *Official Journal of the European Union*.

If the late-payment interest is lower than or equal to EUR 200, it will be paid to the coordinator only upon request submitted within two months of receiving the late payment.

Late-payment interest is not due if all beneficiaries are EU Member States (including regional and local government authorities or other public bodies acting on behalf of a Member State for the purpose of this Agreement).

Suspension of the payment deadline or payments (see Articles 31 and 32) will not be considered as late payment.

Late-payment interest covers the period running from the day following the due date for payment (see above), up to and including the date of payment.

Late-payment interest is not considered for the purposes of calculating the final grant amount.

16.11.2 If the coordinator breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement or the participation of the coordinator may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 17 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

17.1 Checks, reviews and audits by the Commission

17.1.1 Right to carry out checks

The Commission will — during the implementation of the action or afterwards — check the proper implementation of the action and compliance with the obligations under the Agreement, including assessing deliverables and reports.

For this purpose, the Commission may be assisted by external persons or bodies.

The Commission may also request additional information in accordance with Article 12. The Commission may request the beneficiaries to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

17.1.2 Right to carry out reviews

The Commission may — during the implementation of the action or afterwards — carry out reviews on the proper implementation of the action (including assessment of deliverables and reports) and compliance with the obligations under the Agreement.

Reviews may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 9 to 11a), the beneficiary concerned must inform the third party.

The Commission may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources). The Commission may request beneficiaries to provide such information to it directly.

The coordinator or beneficiary concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The Commission will formally notify the review report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in the language of the Agreement.

17.1.3 Right to carry out audits

The Commission may — during the implementation of the action or afterwards — carry out audits on the proper implementation of the action and compliance with the obligations under the Agreement.

Audits may be started **up to five years after the payment of the balance**. They will be formally notified to the coordinator or beneficiary concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 9 to 11a), the beneficiary concerned must inform the third party.

The Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the coordinator or beneficiary concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The coordinator or beneficiary concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Agreement. The Commission may request beneficiaries to provide such information to it directly.

For **on-the-spot** audits, the beneficiaries must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The Commission will formally notify the draft audit report to the coordinator or beneficiary concerned, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the Commission in justified cases.

The ‘**final audit report**’ will take into account observations by the coordinator or beneficiary concerned. The report will be formally notified to it.

Audits (including audit reports) are in the language of the Agreement.

The Commission may also access the beneficiaries’ statutory records for the periodical assessment of flat-rate amounts.

17.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013⁷ and No 2185/96⁸ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of the action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity affecting the financial interests of the EU.

17.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 161 of the Financial Regulation No 966/2012⁹, the European Court of Auditors (ECA) may — at any moment during implementation of the action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

17.4 Checks, reviews, audits and investigations for international organisations

Not applicable

17.5 Consequences of findings in checks, reviews, audits and investigations — Extension of findings

17.5.1 Findings in this grant

Findings in checks, reviews, audits or investigations carried out in the context of this grant may lead to the rejection of ineligible costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28) or to any of the other measures described in Chapter 6.

Rejection of costs or reduction of the grant after the payment of the balance will lead to a revised final grant amount (see Article 5.4).

⁷ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

⁸ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

⁹ Regulation (EU, EURATOM) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, EURATOM) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 (see Article 39).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EU or Euratom grants awarded under similar conditions (**‘extension of findings from this grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

17.5.2 Findings in other grants

The Commission may extend findings from other grants to this grant (**‘extension of findings from other grants to this grant’**), if:

- (a) the beneficiary concerned is found, in other EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant and
- (b) those findings are formally notified to the beneficiary concerned — together with the list of grants affected by the findings — **no later than five years after the payment of the balance** of this grant.

The extension of findings may lead to the rejection of costs (see Article 26), reduction of the grant (see Article 27), recovery of undue amounts (see Article 28), suspension of payments (see Article 32), suspension of the action implementation (see Article 33) or termination (see Article 34).

17.5.3 Procedure

The Commission will formally notify the beneficiary concerned the systemic or recurrent errors and its intention to extend these audit findings, together with the list of grants affected.

17.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;
- (c) the **correction rate for extrapolation** established by the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected, if the beneficiary concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

The beneficiary concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the Commission in justified cases.

The Commission may then start a rejection procedure in accordance with Article 26, either on the basis of the revised financial statements, the alternative method or the correction rate announced.

17.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the Commission intends to apply according to the principle of proportionality.

The beneficiary concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The Commission may then start a reduction procedure in accordance with Article 27, either on the basis of the alternative flat-rate or the flat-rate announced.

17.6 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, any insufficiently substantiated costs will be ineligible (see Article 6) and will be rejected (see Article 26).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 18 — EVALUATION OF THE IMPACT OF THE ACTION

18.1 Right to evaluate the impact of the action

The Commission may carry out interim and final evaluations of the impact of the action measured against the objective of the EU programme.

Evaluations may be started during implementation of the action and **up to five years after the payment of the balance**. The evaluation is considered to start on the date of the formal notification to the coordinator or beneficiaries.

The Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The coordinator or beneficiaries must provide any information relevant to evaluate the impact of the action, including information in electronic format.

18.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the Commission may apply the measures described in Chapter 6.

SECTION 3 OTHER RIGHTS AND OBLIGATIONS

ARTICLE 19 — PRE-EXISTING RIGHTS AND OWNERSHIP OF THE RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

19.1 Pre-existing rights and access rights to pre-existing rights

Where industrial and intellectual property rights (including rights of third parties) exist prior to the Agreement, the beneficiaries must establish a list of these pre-existing industrial and intellectual property rights, specifying the owner and any persons that have a right of use.

The coordinator must — before starting the action — submit this list to the Commission.

Each beneficiary must give the other beneficiaries access to any pre-existing industrial and intellectual property rights needed for the implementation of the action and compliance with the obligations under the Agreement.

19.2 Ownership of results and rights of use

The results of the action (including the reports and other documents relating to it) are owned by the beneficiaries.

The beneficiaries must give the Commission the right to use the results for their communication activities under Article 22.

19.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such a breach may also lead to any of the other measures described in Chapter 6.

ARTICLE 20 — CONFLICT OF INTERESTS

20.1 Obligation to avoid a conflict of interests

The beneficiaries must take all measures to prevent any situation where the impartial and objective implementation of the action is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

They must formally notify to the Commission without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The Commission may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

20.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27) and the Agreement may be terminated (see Article 34).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 21 — CONFIDENTIALITY

21.1 General obligation to maintain confidentiality

During implementation of the action and **for five years after the payment of the balance**, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

They may use confidential information to implement the Agreement.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation;
- (c) the disclosure of the confidential information is required by EU or national law.

21.2 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 22 — PROMOTING THE ACTION — VISIBILITY OF EU FUNDING

22.1 Communication activities by the beneficiaries

22.1.1 General obligation to promote the action and its results

The beneficiaries must promote the action and its results.

22.1.2 Information on EU funding — Obligation and right to use the EU emblem

Unless the Commission requests or agrees otherwise, any communication activity related to the action (including at conferences, seminars, in information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via social media, etc.) and any infrastructure, equipment or major result funded by the grant must:

- display the EU emblem and
- include the following text:

“This [insert appropriate description, e.g. report, publication, conference, infrastructure, equipment, insert type of result, etc.] was funded by the European Union’s Rights, Equality and Citizenship Programme (2014-2020).”

When displayed in association with another logo, the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the beneficiaries may use the EU emblem without first obtaining approval from the Commission.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

22.1.3 Disclaimer excluding Commission responsibility

Any communication activity related to the action must indicate the following disclaimer:

“The content of this [insert appropriate description, e.g. report, publication, conference, etc.] represents the views of the author only and is his/her sole responsibility. The European Commission does not accept any responsibility for use that may be made of the information it contains.”

22.2 Communication activities by the Commission

22.2.1 Right to use beneficiaries’ materials, documents or information

The Commission may use information relating to the action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material received from any beneficiary (including in electronic form).

This does not change the confidentiality obligations in Article 21, which still apply.

The right to use a beneficiary’s materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the Commission or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) **giving access in response to individual requests** under Regulation No 1049/2001¹⁰, without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;

¹⁰ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents, OJ L 145, 31.5.2001, p. 43.

- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicising activities of the Commission.

If the right of use is subject to rights of a third party (including personnel of the beneficiary), the beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the beneficiaries), the Commission will insert the following information:

“© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the European Union (EU) under conditions.”

22.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced (see Article 27).

Such breaches may also lead to any of the other measures described in Chapter 6.

ARTICLE 23 — PROCESSING OF PERSONAL DATA

23.1 Processing of personal data by the Commission

Any personal data under the Agreement will be processed by the Commission under Regulation No 45/2001¹¹ and according to the ‘notifications of the processing operations’ to the Data Protection Officer (DPO) of the Commission (publicly accessible in the DPO register).

Such data will be processed by the ‘**data controller**’ of the Commission for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU or Euratom (including checks, reviews, audits and investigations; see Article 17).

The persons whose personal data are processed have the right to access and correct their own personal data. For this purpose, they must send any queries about the processing of their personal data to the data controller, via the contact point indicated in the privacy statement(s) on the Commission websites.

They also have the right to have recourse at any time to the European Data Protection Supervisor (EDPS).

23.2 Processing of personal data by the beneficiaries

The beneficiaries must process personal data under the Agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).

¹¹ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L 8, 12.01.2001, p. 1).

The beneficiaries may grant their personnel access only to data that is strictly necessary for implementing, managing and monitoring the Agreement.

The beneficiaries must inform the personnel whose personal data are collected and processed by the Commission. For this purpose, they must provide them with the privacy statement(s) (see above), before transmitting their data to the Commission.

23.3 Consequences of non-compliance

If a beneficiary breaches any of its obligations under Article 23.2, the Commission may apply any of the measures described in Chapter 6.

ARTICLE 24 — ASSIGNMENTS OF CLAIMS FOR PAYMENT AGAINST THE COMMISSION

The beneficiaries may not assign any of their claims for payment against the Commission to any third party, except if approved by the Commission on the basis of a reasoned, written request by the coordinator (on behalf of the beneficiary concerned).

If the Commission has not accepted the assignment or the terms of it are not observed, the assignment will have no effect on it.

In no circumstances will an assignment release the beneficiaries from their obligations towards the Commission.

CHAPTER 5 DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

ARTICLE 25 — DIVISION OF BENEFICIARIES' ROLES AND RESPONSIBILITIES

25.1 Roles and responsibilities towards the Commission

The beneficiaries have full responsibility for implementing the action and complying with the Agreement.

The beneficiaries are jointly and severally liable for the **technical implementation** of the action as described in Annex 1. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (without being entitled to any additional EU funding for doing so), unless the Commission expressly relieves them of this obligation.

The **financial responsibility** of each beneficiary is governed by Articles 28, 29 and 30.

25.2 Internal division of roles and responsibilities

The internal roles and responsibilities of the beneficiaries are divided as follows:

(a) Each **beneficiary** must:

- (i) keep information stored in the Participant Portal Beneficiary Register (via the electronic exchange system) up to date (see Article 12);

- (ii) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the implementation of the action (see Article 12);
- (iii) submit to the coordinator in good time:
 - individual financial statement(s) for itself and, if required, certificates on the financial statement(s) (see Article 15);
 - the data needed to draw up the technical report(s) (see Article 15);
 - any other documents or information required by the Commission under the Agreement, unless the Agreement requires the beneficiary to submit this information directly.

(b) The **coordinator** must:

- (i) monitor that the action is implemented properly (see Article 7);
- (ii) act as the intermediary for all communications between the beneficiaries and the Commission (in particular, providing the Commission with the information described in Article 12), unless the Agreement specifies otherwise;
- (iii) provide a pre-financing guarantee if requested by the Commission (see Article 16.2);
- (iv) request and review any documents or information required by the Commission and verify their completeness and correctness before passing them on to the Commission;
- (v) submit the deliverables and report(s) to the Commission (see Articles 14 and 15);
- (vi) ensure that all payments are made to the other beneficiaries without unjustified delay (see Article 16);

The coordinator may not subcontract the above-mentioned tasks.

25.3 Internal arrangements between beneficiaries — Consortium agreement

The beneficiaries must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written ‘**consortium agreement**’ between the beneficiaries, which may cover:

- internal organisation of the consortium;
- management of access to the electronic exchange system;
- distribution of EU funding;
- additional rules on rights and obligations related to pre-existing rights and results (see Article 19);
- settlement of internal disputes;

- liability, indemnification and confidentiality arrangements between the beneficiaries.

The consortium agreement must not contain any provision contrary to the Agreement.

CHAPTER 6 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES — DAMAGES — SUSPENSION — TERMINATION — FORCE MAJEURE

SECTION 1 REJECTION OF COSTS — REDUCTION OF THE GRANT — RECOVERY — PENALTIES

ARTICLE 26 — REJECTION OF INELIGIBLE COSTS

26.1 Conditions

The Commission will — **at the payment of the balance or afterwards** — reject any costs which are ineligible (see Article 6), in particular following checks, reviews, audits or investigations (see Article 17).

The rejection may also be based on the **extension of findings from other grants to this grant** (see Article 17.5.2).

26.2 Ineligible costs to be rejected — Calculation — Procedure

Ineligible costs will be rejected in full.

If the rejection of costs does not lead to a recovery (see Article 28), the Commission will formally notify the coordinator or beneficiary concerned of the rejection of costs, the amounts and the reasons why (if applicable, together with the notification of amounts due; see Article 16.5). The coordinator or beneficiary concerned may — within 30 days of receiving notification — formally notify the Commission of its disagreement and the reasons why.

If the rejection of costs leads to a recovery, the Commission will follow the contradictory procedure with pre-information letter set out in Article 28.

26.3 Effects

If the Commission rejects costs at **the payment of the balance**, it will deduct them from the total eligible costs declared, for the action, in the final summary financial statement (see Article 15.3 and 15.4). It will then calculate payment of the balance as set out in Article 16.3 or 16.4.

If the Commission rejects costs **after the payment of the balance**, it will deduct the amount rejected from the total eligible costs declared, by the beneficiary, in the final summary financial statement. It will then calculate the revised final grant amount as set out in Article 5.4. If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

ARTICLE 27 — REDUCTION OF THE GRANT

27.1 Conditions

The Commission may — **at the payment of the balance** or **afterwards** — reduce the grant, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

27.2 Amount to be reduced — Calculation — Procedure

The amount of the reduction will be proportionate to the seriousness of the errors, irregularities or fraud or breach of obligations.

Before reduction of the grant, the Commission will formally notify a '**pre-information letter**' to the coordinator or beneficiary concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Commission does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify **confirmation** of the reduction (if applicable, together with the notification of amounts due; see Article 16).

27.3 Effects

If the Commission reduces the grant at the time of **the payment of the balance**, it will calculate the reduced grant amount for the action and then determine the amount due as payment of the balance (see Articles 5.3.4 and 16.4).

If the Commission reduces the grant **after the payment of the balance**, it will calculate the revised final grant amount for the action or for the beneficiary concerned (see Article 5.4). If the revised final grant amount is lower than the final grant amount, the Commission will recover the difference (see Article 28).

ARTICLE 28 — RECOVERY OF UNDUE AMOUNTS

28.1 Amount to be recovered — Calculation — Procedure

The Commission will — **at the payment of the balance or afterwards** — claim back amount that was paid but is not due under the Agreement.

The coordinator is fully liable for repaying debts of the consortium (under the Agreement), even if it has not been the final recipient of those amounts.

In addition, the beneficiaries (including the coordinator) are jointly and severally liable for repaying any debts under the Agreement (including late-payment interest) — up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2).

28.1.1 Recovery at payment of the balance

If the payment of the balance takes the form of a recovery (see Article 16.4), the Commission will formally notify a ‘**pre-information letter**’ to the coordinator:

- informing it of its intention to recover, the amount due as the balance and the reasons why and
- inviting the coordinator to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator a **debit note** with the terms and the date for payment (together with the notification of amounts due; see Article 16.5).

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by ‘**offsetting**’ it — without the coordinator’s consent — against any amounts owed to the coordinator by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU’s financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) not applicable;

- (c) by **holding** the other beneficiaries jointly and severally **liable** — up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2)

- (d) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the payment date in the debit note, up to and including the date the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

28.1.2 Recovery of amounts after payment of the balance

If — after the payment of the balance — the Commission revised the final grant amount for the action or for the beneficiary concerned (see Article 5.4), due to a rejection of costs or reduction of the grant, and the revised final grant amount is lower than the final grant amount (see Article 5.3), the Commission will:

- if the rejection or reduction does *not* concern a specific beneficiary: claim back the difference from the coordinator (even if it has not been the final recipient of the amount in question)

or

- otherwise: claim back the difference from the beneficiary concerned.

The Commission will formally notify a **pre-information letter** to the coordinator or beneficiary concerned:

- informing it of its intention to recover, the amount to be repaid and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Commission decides to pursue recovery despite the observations it has received, it will **confirm** the amount to be recovered and formally notify to the coordinator or beneficiary concerned a **debit note**. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Commission will **recover** the amount:

- (a) by '**offsetting**' it — without the coordinator's or beneficiary's consent — against any amounts owed to the coordinator or beneficiary concerned by the Commission or an executive agency (from the EU or Euratom budget).

In exceptional circumstances, to safeguard the EU's financial interests, the Commission may offset before the payment date specified in the debit note;

- (b) by **holding** the other beneficiaries jointly and severally **liable**, up to the maximum EU contribution indicated, for each beneficiary, in the estimated budget (as last amended; see Annex 2);
- (c) by **taking legal action** (see Article 41) or by **adopting an enforceable decision** under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012.

If payment is not made by the date in the debit note, the amount to be recovered (see above) will be increased by **late-payment interest** at the rate set out in Article 16.11, from the day following the date for payment in the debit note, up to and including the date the Commission receives full payment of the amount.

Partial payments will be first credited against expenses, charges and late-payment interest and then against the principal.

Bank charges incurred in the recovery process will be borne by the beneficiary, unless Directive 2007/64/EC applies.

ARTICLE 29 — ADMINISTRATIVE SANCTIONS

In addition to contractual measures, the Commission may also adopt administrative sanctions under Articles 106 and 131(4) of the Financial Regulation No 966/2012 (i.e. exclusion from future procurement contracts, grants and expert contracts and/or financial penalties).

SECTION 2 LIABILITY FOR DAMAGES

ARTICLE 30 — LIABILITY FOR DAMAGES

30.1 Liability of the Commission

The Commission cannot be held liable for any damage caused to the beneficiaries or to third parties as a consequence of implementing the Agreement, including for gross negligence.

The Commission cannot be held liable for any damage caused by any of the beneficiaries or third parties involved in the action, as a consequence on implementing the Agreement.

30.2 Liability of the beneficiaries

Except in case of force majeure (see Article 35), the beneficiaries must compensate the Commission for any damage it sustains as a result of the implementation of the action or because the action was not implemented in full compliance with the Agreement.

SECTION 3 SUSPENSION AND TERMINATION

ARTICLE 31 — SUSPENSION OF PAYMENT DEADLINE

31.1 Conditions

The Commission may — at any moment — suspend the payment deadline (see Article 16.2 to 16.4) if a request for payment (see Article 15) cannot be approved because:

- (a) it does not comply with the provisions of the Agreement (see Article 15);
- (b) the technical or financial report(s) have not been submitted or are not complete or additional information is needed, or
- (c) there is doubt about the eligibility of the costs declared in the financial statements and additional checks, reviews, audits or investigations are necessary.

31.2 Procedure

The Commission will formally notify the coordinator of the suspension and the reasons why.

The suspension will **take effect** the day notification is sent by the Commission (see Article 36).

If the conditions for suspending the payment deadline are no longer met, the suspension will be **lifted** — and the remaining period will resume.

If the suspension exceeds two months, the coordinator may request the Commission if the suspension will continue.

If the payment deadline has been suspended due to the non-compliance of the technical or financial report(s) (see Article 15) and the revised report or statement is not submitted or was submitted but is also rejected, the Commission may also terminate the Agreement or the participation of the beneficiary (see Article 34.3.1(i)).

ARTICLE 32 — SUSPENSION OF PAYMENTS

32.1 Conditions

The Commission may — at any moment — suspend payments, in whole or in part for one or more beneficiaries, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles), or
- (b) a beneficiary (or a natural person who has the power to represent or take decision on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

If payments are suspended for one or more beneficiaries, the Commission will make partial payment(s) for the part(s) not suspended. If suspension concerns the payment of the balance, the payment (or recovery) of the amount(s) concerned after suspension is lifted will be considered to be the payment that closes the action.

32.2 Procedure

Before suspending payments, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend payments and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the suspension procedure is not continued.

The suspension will **take effect** the day the confirmation notification is sent by the Commission.

If the conditions for resuming payments are met, the suspension will be **lifted**. The Commission will formally notify the coordinator or beneficiary concerned.

The beneficiaries may suspend implementation of the action (see Article 33.1) or terminate the Agreement or the participation of the beneficiary concerned (see Article 34.1 and 34.2).

ARTICLE 33 — SUSPENSION OF THE ACTION IMPLEMENTATION

33.1 Suspension of the action implementation, by the beneficiaries

33.1.1 Conditions

The beneficiaries may suspend implementation of the action or any part of it, if exceptional circumstances — in particular *force majeure* (see Article 35) — make implementation impossible or excessively difficult.

33.1.2 Procedure

The coordinator must immediately formally notify to the Commission the suspension (see Article 36), stating:

- the reasons why and
- the expected date of resumption.

The suspension will **take effect** the day this notification is received by the Commission.

Once circumstances allow for implementation to resume, the coordinator must immediately formally notify the Commission and request an **amendment** of the Agreement to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement or the participation of a beneficiary has been terminated (see Article 34).

The suspension will be **lifted** with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension of the action implementation are not eligible (see Article 6).

33.2 Suspension of the action implementation, by the Commission

33.2.1 Conditions

The Commission may suspend implementation of the action or any part of it, if:

- (a) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed or is suspected of having committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under this Agreement or during the award procedure (including improper implementation of the action, submission of false declaration, failure to provide required information, breach of ethical principles) or
- (b) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2).

33.2.2 Procedure

Before suspending implementation of the action, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to suspend the implementation and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify **confirmation** of the suspension. Otherwise, it will formally notify that the procedure is not continued.

The suspension will **take effect** five days after confirmation notification is received (or on a later date specified in the notification).

It will be **lifted** if the conditions for resuming implementation of the action are met.

The coordinator or beneficiary concerned will be formally notified of the lifting and the Agreement will be **amended** to set the date on which the action will be resumed, extend the duration of the action and make other changes necessary to adapt the action to the new situation (see Article 39) — unless the Agreement has already been terminated (see Article 34).

The suspension will be lifted with effect from the resumption date set out in the amendment. This date may be before the date on which the amendment enters into force.

Costs incurred during suspension are not eligible (see Article 6).

The beneficiaries may not claim damages due to suspension by the Commission (see Article 30).

Suspension of the action implementation does not affect the Commission's right to terminate the Agreement or participation of a beneficiary (see Article 34), reduce the grant or recover amounts unduly paid (see Articles 27 and 28).

ARTICLE 34 — TERMINATION OF THE AGREEMENT OR OF THE PARTICIPATION OF ONE OR MORE BENEFICIARIES

34.1 Termination of the Agreement by the beneficiaries

34.1.1 Conditions and procedure

The beneficiaries may terminate the Agreement.

The coordinator must formally notify termination to the Commission (see Article 36), stating:

- the reasons why and
- the date the termination will take effect. This date must be after the notification.

If no reasons are given or if the Commission considers the reasons do not justify termination, the Agreement will be considered to have been '**terminated improperly**'.

The termination will **take effect** on the day specified in the notification.

34.1.2 Effects

The coordinator must — within 60 days from when termination takes effect — submit the final report (see Article 15.4).

If the Commission does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

Improper termination may lead to a reduction of the grant (see Article 27).

After termination, the beneficiaries' obligations (in particular, Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

34.2 Termination of the participation of one or more beneficiaries, by the beneficiaries

34.2.1 Conditions and procedure

The participation of one or more beneficiaries may be terminated by the coordinator, on request of the beneficiary concerned or on behalf of the other beneficiaries.

The coordinator must formally notify termination to the Commission (see Article 36) and inform the beneficiary concerned.

If the coordinator's participation is terminated without its agreement, the formal notification must be done by another beneficiary (acting on behalf of the other beneficiaries).

The notification must include:

- the reasons why;

- the opinion of the beneficiary concerned (or proof that this opinion has been requested in writing);
- the date the termination takes effect. This date must be after the notification, and
- a request for amendment (see Article 39), with a proposal for reallocation of the tasks and the estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination takes effect after the period set out in Article 3, no request for amendment must be included, unless the beneficiary concerned is the coordinator. In this case, the request for amendment must propose a new coordinator.

If this information is not given or if the Commission considers that the reasons do not justify termination, the participation will be considered to have been **terminated improperly**.

The termination will **take effect** on the day specified in the notification.

34.2.2 Effects

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Commission (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated according to Article 34.3.1(c).

If the request for amendment is accepted by the Commission, the Agreement is **amended** to introduce the necessary changes (see Article 39).

Improper termination may lead to a reduction of the grant (see Article 27) or termination of the Agreement (see Article 34).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

34.3 Termination of the Agreement or of the participation of one or more beneficiaries, by the Commission

34.3.1 Conditions

The Commission may terminate the Agreement or the participation of one or more beneficiaries, if:

- (a) one or more beneficiaries do not accede to the Agreement (see Article 40);
- (b) a change to their legal, financial, technical, organisational or ownership situation is likely to

substantially affect or delay the implementation of the action or calls into question the decision to award the grant;

- (c) following termination of participation for one or more beneficiaries (see above), the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants (see Article 39);
- (d) implementation of the action is prevented by force majeure (see Article 35) or suspended by the coordinator (see Article 33.1) and either:
 - (i) resumption is impossible, or
 - (ii) the necessary changes to the Agreement would call into question the decision awarding the grant or breach the principle of equal treatment of applicants;
- (e) a beneficiary is declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under national law;
- (f) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has been found guilty of professional misconduct, proven by any means;
- (g) a beneficiary does not comply with the applicable national law on taxes and social security;
- (h) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed fraud, corruption, or is involved in a criminal organisation, money laundering or any other illegal activity;
- (i) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed:
 - (i) substantial errors, irregularities or fraud or
 - (ii) serious breach of obligations under the Agreement or during the award procedure (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethical principles);
- (j) a beneficiary (or a natural person who has the power to represent or take decisions on its behalf) has committed — in other EU or Euratom grants awarded to it under similar conditions — systemic or recurrent errors, irregularities, fraud or serious breach of obligations that have a material impact on this grant (**extension of findings from other grants to this grant**; see Article 17.5.2);
- (k) not applicable.

34.3.2 Procedure

Before terminating the Agreement or participation of one or more beneficiaries, the Commission will formally notify the coordinator or beneficiary concerned:

- informing it of its intention to terminate and the reasons why and

- inviting it, within 30 days of receiving notification, to submit observations and — in case of Point (i.ii) above — to inform the Commission of the measures to ensure compliance with the obligations under the Agreement.

If the Commission does not receive observations or decides to pursue the procedure despite the observations it has received, it will formally notify to the coordinator or beneficiary concerned **confirmation** of the termination and the date it will take effect. Otherwise, it will formally notify that the procedure is not continued.

The termination will **take effect**:

- for terminations under Points (b), (c), (e), (g), (i.ii) and (k) above: on the day specified in the notification of confirmation (see above);
- for terminations under Points (a), (d), (f), (h), (i.i) and (j) above: on the day after the notification of the confirmation is received.

34.3.3 Effects

(a) for **termination of the Agreement**:

The coordinator must — within 60 days from when termination takes effect — submit a final report (see Article 15.4).

If the Agreement is terminated for breach of the obligation to submit report(s) (see Articles 15.8 and 34.3.1(i)), the coordinator may not submit any report(s) after termination.

If the Commission does not receive the report(s) within the deadline (see above), no costs will be taken into account.

The Commission will **calculate** the final grant amount (see Article 5.3) and the balance (see Article 16.4) on the basis of the report(s) submitted. Only costs incurred until termination takes effect are eligible (see Article 6). Costs relating to contracts due for execution only after termination are not eligible.

This does not affect the Commission's right to reduce the grant (see Article 27) or to impose administrative sanctions (Article 29).

The beneficiaries may not claim damages due to termination by the Commission (see Article 30).

After termination, the beneficiaries' obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

(b) for **termination of the participation of one or more beneficiaries**:

The coordinator must — within 60 days from when termination takes effect — submit a request for amendment (see Article 39), with a proposal for reallocation of the tasks and estimated budget of the beneficiary concerned (see Annexes 1 and 2) and, if necessary, the addition of one or more new beneficiaries (see Article 40). If termination is notified after the period set out

in Article 3, no request for amendment must be submitted unless the beneficiary concerned is the coordinator. In this case the request for amendment must propose a new coordinator.

The beneficiary concerned must submit to the coordinator:

- (i) a technical report and
- (ii) a financial statement covering the period to the date when termination takes effect.

This information must be included by the coordinator in the final report (see Article 15.4).

If the request for amendment is rejected by the Commission (because it calls into question the decision awarding the grant or breaches the principle of equal treatment of applicants), the Agreement may be terminated according to Article 34.3.1(c).

If the request for amendment is accepted by the Commission, the Agreement is **amended** to introduce the necessary changes (see Article 39).

After termination, the concerned beneficiary's obligations (in particular Articles 15, 17, 18, 19, 21, 22, 24, 26, 27 and 28) continue to apply.

SECTION 4 FORCE MAJEURE

ARTICLE 35 — FORCE MAJEURE

'Force majeure' means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of third parties involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

CHAPTER 7 FINAL PROVISIONS

ARTICLE 36 — COMMUNICATION BETWEEN THE PARTIES

36.1 Form and means of communication

Communication under the Agreement (information, requests, submissions, ‘formal notifications’, etc.) must:

- be made in writing and
- bear the number of the Agreement.

Until the payment of the balance: all communication must be made through the electronic exchange system and using the forms and templates provided there.

After the payment of the balance: formal notifications must be made by registered post with proof of delivery (‘formal notification on paper’).

Communications in the electronic exchange system must be made by persons authorised according to the Participant Portal terms & conditions. For naming the authorised persons, each beneficiary must have designated — before the signature of this Agreement — a ‘legal entity appointed representative (LEAR)’. The role and tasks of the LEAR are stipulated in his/her appointment letter (see Participant Portal terms & conditions).

If the electronic exchange system is temporarily unavailable, instructions will be given on the Commission websites.

36.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the electronic exchange system).

Formal notifications through the **electronic** exchange system are considered to have been made when they are received by the receiving party (i.e. on the date and time of acceptance by the receiving party, as indicated by the time stamp). A formal notification that has not been accepted within 10 days after sending is considered to have been accepted.

Formal notifications **on paper** sent by **registered post** with proof of delivery (only after the payment of the balance) are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

If the electronic exchange system is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline.

36.3 Addresses for communication

The **electronic** exchange system must be accessed via the following URL:

<https://ec.europa.eu/research/participants/portal/desktop/en/projects/>

The Commission will formally notify the coordinator and beneficiaries in advance any changes to this URL.

Formal notifications on paper (only after the payment of the balance) addressed **to the Commission** must be sent to the following address:

European Commission
Directorate General Justice and Consumers
Programme and financial management (MO59 4/021)
B-1049 Brussels
BELGIUM

Formal notifications on paper (only after the payment of the balance) addressed **to the beneficiaries** must be sent to their legal address as specified in the Participant Portal Beneficiary Register.

ARTICLE 37 — INTERPRETATION OF THE AGREEMENT

37.1 Precedence of the Terms and Conditions over the Annexes

The provisions in the Terms and Conditions of the Agreement take precedence over its Annexes.

Annex 2 takes precedence over Annex 1.

37.2 Privileges and immunities

Not applicable

ARTICLE 38 — CALCULATION OF PERIODS, DATES AND DEADLINES

In accordance with Regulation No 1182/71¹², periods expressed in days, months or years are calculated from the moment the triggering event occurs.

The day during which that event occurs is not considered as falling within the period.

ARTICLE 39 — AMENDMENTS TO THE AGREEMENT

39.1 Conditions

¹² Regulation (EEC, Euratom) No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time-limits (OJ L 124, 8/6/1971, p. 1).

The Agreement may be amended, unless the amendment entails changes to the Agreement which would call into question the decision awarding the grant or breach the principle of equal treatment of applicants.

Amendments may be requested by any of the parties.

39.2 Procedure

The party requesting an amendment must submit a request for amendment signed in the electronic exchange system (see Article 36).

The coordinator submits and receives requests for amendment on behalf of the beneficiaries (see Annex 3).

If a change of coordinator is requested without its agreement, the submission must be done by another beneficiary (acting on behalf of the other beneficiaries).

The request for amendment must include:

- the reasons why;
- the appropriate supporting documents, and
- for a change of coordinator without its agreement: the opinion of the coordinator (or proof that this opinion has been requested in writing).

The Commission may request additional information.

If the party receiving the request agrees, it must sign the amendment in the electronic exchange system within 45 days of receiving notification (or any additional information the Commission has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date agreed by the parties or, in the absence of such an agreement, on the date on which the amendment enters into force.

ARTICLE 40 — ACCESSION TO THE AGREEMENT

40.1 Accession of the beneficiaries mentioned in the Preamble

The other beneficiaries must accede to the Agreement by signing the Accession Form (see Annex 3) in the electronic exchange system (see Article 36) within 30 days after its entry into force (see Article 42).

They will assume the rights and obligations under the Agreement with effect from the date of its entry into force (see Article 42).

If a beneficiary does not accede to the Agreement within the above deadline, the coordinator must — within 30 days — request an amendment to make any changes necessary to ensure proper

implementation of the action. This does not affect the Commission's right to terminate the Agreement (see Article 34).

40.2 Addition of new beneficiaries

In justified cases, the beneficiaries may request the addition of a new beneficiary.

For this purpose, the coordinator must submit a request for amendment in accordance with Article 39. It must include an Accession Form (see Annex 3) signed by the new beneficiary in the electronic exchange system (see Article 36).

New beneficiaries must assume the rights and obligations under the Agreement with effect from the date of their accession specified in the Accession Form (see Annex 3).

ARTICLE 41 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

41.1 Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

41.2 Dispute settlement

If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU).

If a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU (see Articles 28, 29 and 30), the beneficiaries must bring action before the General Court — or, on appeal, the Court of Justice of the European Union — under Article 263 TFEU.

ARTICLE 42 — ENTRY INTO FORCE OF THE AGREEMENT

The Agreement will enter into force on the day of signature by the Commission or the coordinator, depending on which is later.

SIGNATURES

For the coordinator

For the Commission



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE AND CONSUMERS
Programme and financial management

ANNEX 1 (part A)

REC Action Grant

NUMBER — 776834 — PIE4shelters

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1.1. The project summary

Project Number ¹	776834	Project Acronym ²	PIE4shelters
One form per project			
General information			
Project title ³	Making Shelters Psychologically- and Trauma-Informed		
Starting date ⁴	01/01/2018		
Duration in months ⁵	24		
Call (part) identifier ⁶	REC-VAW-AG-2016-01		
Topic	REC-RDAP-VICT-AG-2016 Action grants to promote the access to justice and support of victims of gender-based violence and the treatment of perpetrators		
Fixed EC Keywords			
Free keywords	homeless women, GBV, Psychologically Informed Environments (PIE), shelters, train the trainers		
Abstract ⁷			
<p>Project background and relevance</p> <ul style="list-style-type: none"> • Gender-based violence (GBV) is the main cause of homelessness amongst women. Homelessness is a significant risk factor for experiencing GBV. • PIE4shelters contributes to the protection and support of homeless women as a group particularly affected by GBV and acts within a wider European context: • 2017 is the year of focused actions against GBV, along with DG JUST's commitment to combat GBV and Commissioner Jourova's statement emphasizing GBV as a cause and consequence of women's homelessness. <p>Objectives</p> <ul style="list-style-type: none"> • Improve protection and support to homeless victims of GBV. • Build the capacity of services to meet the needs of homeless victims of GBV. • Support shelters to become Psychologically Informed Environments. <p>Activities</p> <ul style="list-style-type: none"> • Assessment of current provision in shelters working with homeless victims of GBV in 5 partner countries (HU, UK, IE, IT, BE) • Development of a European training framework on PIE for shelters • Delivery of a range of training activities in partner countries <p>Results</p> <ul style="list-style-type: none"> • Shelters equipped to meet the needs of homeless victims of GBV • Empowerment of homeless victims of GBV • Improved quality of protection and support to homeless victims of GBV • Increased awareness of the needs of homeless victims of GBV, and how to meet them, amongst service providers and policy makers. <p>Outputs</p> <ul style="list-style-type: none"> • PIE for shelters training framework • European Guide on PIE for shelters, translated into FR, EN, IT, HU • 5 National "gap mapping" reports • 5 National awareness raising events and 1 EU workshop • 15 training events in 5 MS and 1 European train-the-trainer event • 7 dissemination meetings with national and European-level policy makers <p>Beneficiaries</p> <ul style="list-style-type: none"> • Frontline and management staff (at least 244 participants in 15 services in 5 MS) • 40 trainers trained to reach out to wider homeless and gender-based violence services in 5 MS • Homeless sector across the EU (130 FEANTSA member organizations) • Homeless victims of GBV. 			

1.2. List of Beneficiaries

 Associated with document Ref. Ares(2017)5664210 - 20/11/2017

Project Number ¹	776834	Project Acronym ²	PIE4shelters
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List of Beneficiaries

No	Name	Short name	Country	Project entry month ⁸	Project exit month
1	BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI	BMSZKI	Hungary	1	24
2	FEDERATION EUROPEENNE D'ASSOCIATIONS NATIONALES TRAVAILLANT AVEC LES SANS-ABRI AISBL	FEANTSA	Belgium	1	24
3	DEPAUL UK	Depaul UK	United Kingdom	1	24
4	COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L EXCLUSION-LIEGE	CVFE ASBL	Belgium	1	24
5	FEDERAZIONE ITALIANA DEGLI ORGANISMI PER LE PERSONE SENZA DIMORA	fio.PSD	Italy	1	24
6	SAFE IRELAND NATIONAL SOCIAL CHANGE AGENCY COMPANY LIMITED BY GUARANTEE	SAFE Ireland	Ireland	1	24

1.3. Workplan Tables - Detailed Implementation

 Associated with document Ref. Ares(2017)5664210 - 20/11/2017

1.3.1. WT1 List of work packages

WP Number ⁹	WP Title	Lead beneficiary ¹⁰	Person-months ¹¹	Start month ¹²	End month ¹³
WP1	Management and Coordination of the Project	1 - BMSZKI	47.89	1	24
WP2	Assessment of service provision gaps and training needs	6 - SAFE Ireland	2.66	1	6
WP3	Staff training and development of training framework	3 - Depaul UK	8.79	6	21
WP4	Awareness raising and dissemination	2 - FEANTSA	19.53	1	24
Total			78.87		

1.3.2. WT2 list of deliverables

Deliverable Number ¹⁴	Deliverable Title	WP number ⁹	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D1.1	Documentation progress meeting 1	WP1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	2
D1.2	Documentation progress meeting 2	WP1	5 - fio.PSD	Report	Confidential, only for members of the consortium (including the Commission Services)	7
D1.3	Documentation progress meeting 3	WP1	6 - SAFE Ireland	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D1.4	Documentation progress meeting 4	WP1	4 - CVFE ASBL	Report	Confidential, only for members of the consortium (including the Commission Services)	22
D1.5	Documentation skype meeting 1	WP1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	4
D1.6	Documentation skype meeting 2	WP1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D1.7	Documentation skype meeting 3	WP1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	20
D1.8	Progress report	WP1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	13

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D2.1	Gap analysis report	WP2	6 - SAFE Ireland	Report	Public	6
D2.2	Assessment short report Ireland	WP2	6 - SAFE Ireland	Report	Public	6
D2.3	Assessment short report Belgium	WP2	4 - CVFE ASBL	Report	Public	6
D2.4	Assessment short report Hungary	WP2	1 - BMSZKI	Report	Public	6
D2.5	Assessment short report UK	WP2	3 - Depaul UK	Report	Public	6
D2.6	Assessment short report Italy	WP2	5 - fio.PSD	Report	Public	6
D2.7	Assessment questionnaire staff interviews	WP2	6 - SAFE Ireland	Report	Public	3
D2.8	Assessment questionnaire service users	WP2	6 - SAFE Ireland	Report	Public	3
D2.9	Guideline for assessment focus group	WP2	6 - SAFE Ireland	Report	Public	3
D2.10	Self-completion questionnaire for service users	WP2	6 - SAFE Ireland	Report	Public	3
D3.1	Completed European Training Framework on PIE	WP3	3 - Depaul UK	Report	Public	18
D3.2	European train-the-trainer (2-days)	WP3	3 - Depaul UK	Report	Public	10
D3.3	Local train-the-trainer Belgium	WP3	4 - CVFE ASBL	Report	Public	11
D3.4	Local train-the-trainer Hungary	WP3	1 - BMSZKI	Report	Public	11
D3.5	Local train-the-trainer Ireland	WP3	6 - SAFE Ireland	Report	Public	11
D3.6	Local train-the-trainer Italy	WP3	5 - fio.PSD	Report	Public	11
D3.7	Local train-the-trainer UK	WP3	3 - Depaul UK	Report	Public	11
D3.8	Local frontline staff training Hungary	WP3	1 - BMSZKI	Report	Public	12
D3.9	Local management staff training Hungary	WP3	1 - BMSZKI	Report	Public	12
D3.10	Local frontline staff training Belgium	WP3	4 - CVFE ASBL	Report	Public	12

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D3.11	Local management staff training Belgium	WP3	4 - CVFE ASBL	Report	Public	12
D3.12	Local frontline staff training Italy	WP3	5 - fio.PSD	Report	Public	12
D3.13	Local management staff training Italy	WP3	5 - fio.PSD	Report	Public	12
D3.14	Local frontline staff training Ireland	WP3	6 - SAFE Ireland	Report	Public	12
D3.15	Local management staff training Ireland	WP3	6 - SAFE Ireland	Report	Public	12
D3.16	Local frontline staff training UK	WP3	3 - Depaul UK	Report	Public	12
D3.17	Local management staff training UK	WP3	3 - Depaul UK	Report	Public	12
D3.18	Internal training event Belgium	WP3	4 - CVFE ASBL	Report	Public	15
D3.19	Internal training event Hungary	WP3	1 - BMSZKI	Report	Public	15
D3.20	Internal training event Ireland	WP3	6 - SAFE Ireland	Report	Public	15
D3.21	Internal training event Italy	WP3	5 - fio.PSD	Report	Public	15
D3.22	Internal training event UK	WP3	3 - Depaul UK	Report	Public	15
D3.23	Valorization short summary Belgium	WP3	4 - CVFE ASBL	Report	Public	17
D3.24	Valorization short summary Hungary	WP3	1 - BMSZKI	Report	Public	17
D3.25	Valorization short summary Italy	WP3	5 - fio.PSD	Report	Public	17
D3.26	Valorization short summary Ireland	WP3	6 - SAFE Ireland	Report	Public	17
D3.27	Valorization short summary UK	WP3	3 - Depaul UK	Report	Public	17
D3.28	Documentation expertise sharing workshop	WP3	3 - Depaul UK	Report	Confidential, only for members of the consortium (including the Commission Services)	7
D3.29	Log technical support expert	WP3	3 - Depaul UK	Report	Public	21

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.1	Project website	WP4	2 - FEANTSA	Websites, patents filling, etc.	Public	2
D4.2	Project flyer online version	WP4	2 - FEANTSA	Websites, patents filling, etc.	Public	4
D4.3	Project flyer print version English	WP4	2 - FEANTSA	Demonstrator	Public	5
D4.4	Project flyer print version French	WP4	4 - CVFE ASBL	Demonstrator	Public	5
D4.5	Project flyer print version Hungarian	WP4	1 - BMSZKI	Demonstrator	Public	5
D4.6	Project flyer print version Italian	WP4	5 - fio.PSD	Demonstrator	Public	5
D4.7	Country-specific recommendations to service providers Belgium	WP4	4 - CVFE ASBL	Report	Public	19
D4.8	PIE4shelters Guide - online version English	WP4	2 - FEANTSA	Report	Public	20
D4.9	European PIE workshop	WP4	2 - FEANTSA	Report	Public	19
D4.10	National awareness raising & dissemination event Belgium	WP4	4 - CVFE ASBL	Report	Public	24
D4.11	Meeting with policy makers (local level) Belgium	WP4	4 - CVFE ASBL	Report	Public	24
D4.12	Article local press Belgium	WP4	4 - CVFE ASBL	Report	Public	23
D4.13	Article European level	WP4	2 - FEANTSA	Report	Public	23
D4.14	PIE4shelters Guide - print version English	WP4	2 - FEANTSA	Report	Public	20
D4.15	Country-specific recommendations to service providers Hungary	WP4	1 - BMSZKI	Report	Public	19
D4.16	Country-specific recommendations to service providers Italy	WP4	5 - fio.PSD	Report	Public	19
D4.17	Country-specific recommendations to service providers Ireland	WP4	6 - SAFE Ireland	Report	Public	19

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.18	Country-specific recommendations to service providers UK	WP4	3 - Depaul UK	Report	Public	19
D4.19	National awareness raising & dissemination event Hungary	WP4	1 - BMSZKI	Report	Public	24
D4.20	National awareness raising & dissemination event Italy	WP4	5 - fio.PSD	Report	Public	24
D4.21	National awareness raising & dissemination event Ireland	WP4	6 - SAFE Ireland	Report	Public	24
D4.22	National awareness raising & dissemination event UK	WP4	3 - Depaul UK	Report	Public	24
D4.23	Meeting with policy makers (local level) Hungary	WP4	1 - BMSZKI	Report	Public	24
D4.24	Meeting with policy makers (local level) Italy	WP4	5 - fio.PSD	Report	Public	24
D4.25	Meeting with policy makers (local level) Ireland	WP4	6 - SAFE Ireland	Report	Public	24
D4.26	Meeting with policy makers (local level) UK	WP4	3 - Depaul UK	Report	Public	24
D4.27	Dissemination log EU-level policy makers & stakeholders	WP4	2 - FEANTSA	Report	Public	24
D4.28	PIE4shelters Guide - print version Hungarian	WP4	2 - FEANTSA	Report	Public	20
D4.29	PIE4shelters Guide - print version French	WP4	2 - FEANTSA	Report	Public	20
D4.30	PIE4shelters Guide - print version Italian	WP4	2 - FEANTSA	Report	Public	20
D4.31	PIE4shelters Guide - online version Hungarian	WP4	2 - FEANTSA	Report	Public	20
D4.32	PIE4shelters Guide - online version Italian	WP4	2 - FEANTSA	Report	Public	20
D4.33	PIE4shelters Guide - online version French	WP4	2 - FEANTSA	Report	Public	20
D4.34	Article local press Hungary	WP4	1 - BMSZKI	Report	Public	23

Deliverable Number¹⁴	Deliverable Title	WP number⁹	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.35	Article local press Ireland	WP4	6 - SAFE Ireland	Report	Public	23
D4.36	Article local press Italy	WP4	5 - fio.PSD	Report	Public	23
D4.37	Article local press UK	WP4	3 - Depaul UK	Report	Public	23

1.3.3. WT3 Work package descriptions

Work package number ⁹	WP1	Lead beneficiary ¹⁰	1 - BMSZKI
Work package title	Management and Coordination of the Project		
Start month	1	End month	24

Objectives

All activities of WP 1 will ensure the timely implementation of the project, accordingly to the project proposal, including proper reporting, monitoring, evaluation, risk assessment risk management.

Description of work and role of partners

WP1 - Management and Coordination of the Project [Months: 1-24]

BMSZKI, FEANTSA, Depaul UK, CVFE ASBL, fio.PSD, SAFE Ireland

Progress (or "partnership") meetings in general serve for the coordinators of the partner organizations to get to know each other, discuss and evaluate the activities linked to the project.

1. PROGRESS MEETING 1: The first meeting will also serve as an introduction of the partners, as well as the finalization of the detailed work plan agreed on by all partners. The work plan will include a list of all tasks, assigned partner organization(s) and lead partner, assigned WP, deadline. Hosted by BMSZKI, all partners participate.

2. PROGRESS MEETING 2 will serve as an evaluation for the activities of WP1 (assessing homeless victims of gender-based violence), as well as a preparation of WP2 (staff training and development of training framework). Hosted by fio.PSD, all partners participate. (Followed by 1-day "Expertise sharing workshop", all partners participate.)

3. PROGRESS MEETING 3 will serve as an evaluation of WP2 as well as a preparation of WP3 (Awareness raising and dissemination). Hosted by Safe Ireland, all partners participate.

4. PROGRESS MEETING 4 will be designated to the detailed evaluation of the project's milestones, outcomes, results and general activities. Hosted by CVFE, all partners participate.

5. Monthly reports: Partners will be asked to provide a working time report and narrative report (including risk monitoring) each month. (All partners participate)

6. Skype progress meetings in between all 4 progress meetings and on demand if needed. Fixed skype meetings planned for month 4, 13 and 20 (to be adapted in case of need).

Halfway the project, in month 13, the lead partner BMSZKI will draft the progress report. Partners will contribute the necessary documents/information.

Participation per Partner

Partner number and short name	WP1 effort
1 - BMSZKI	30.44
2 - FEANTSA	3.49
3 - Depaul UK	6.11
4 - CVFE ASBL	3.49
5 - fio.PSD	3.49
6 - SAFE Ireland	0.87
Total	47.89

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D1.1	Documentation progress meeting 1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	2
D1.2	Documentation progress meeting 2	5 - fio.PSD	Report	Confidential, only for members of the consortium (including the Commission Services)	7
D1.3	Documentation progress meeting 3	6 - SAFE Ireland	Report	Confidential, only for members of the consortium (including the Commission Services)	18
D1.4	Documentation progress meeting 4	4 - CVFE ASBL	Report	Confidential, only for members of the consortium (including the Commission Services)	22
D1.5	Documentation skype meeting 1	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	4
D1.6	Documentation skype meeting 2	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	13
D1.7	Documentation skype meeting 3	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	20
D1.8	Progress report	1 - BMSZKI	Report	Confidential, only for members of the consortium (including the Commission Services)	13

Description of deliverables

WP1 foresees

- the participation of 12 persons (2 per project partner) in each partnership meeting;
- the documentation of each partnership meeting: agenda, minutes and attendance sheets;
- the production of monthly timesheets (per partner, person and month);
- the production of quarterly reports (per partner and quarter).

D1.1 : Documentation progress meeting 1 [2]

- Agenda of 1st progress meeting (kick-off), including date & place of meeting, topics to be discussed and responsible partner for each agenda point - Attendance sheet progress meeting 1 signed by all participants, indicating place and date of meeting, participant name and organization. - Minutes of progress meeting 1: Following the meeting agenda, the minutes include a short summary of the discussions and, most important, thorough documentation of all decisions taken at the meeting, including the work plan, an agreed list of tasks, related deadlines and responsible partner organization(s) for each task. The minutes include as well any other relevant information for the partnership and project implementation. - Presentations held during meeting.

D1.2 : Documentation progress meeting 2 [7]

-Agenda of 2nd progress meeting, including date & place of meeting, topics to be discussed and responsible partner for each agenda point -Attendance sheet progress meeting 2 signed by all participants, indicating place and date of meeting, participant name and organization. -Minutes of progress meeting 2: Following the meeting agenda, the minutes include a short summary of the discussions and, most important, thorough documentation of all decisions taken at the meeting, including an agreed list of tasks, related deadlines and responsible partner organization(s) for each task. The minutes include as well any other relevant information for the partnership and project implementation. - Presentations held during meeting.

D1.3 : Documentation progress meeting 3 [18]

- Agenda of 3rd progress meeting, including date & place of meeting, topics to be discussed and responsible partner for each agenda point. Meeting 3 will take place relatively late in the project as it will evaluate the outcomes and activities of WP3 (Training) which will not be finished before month 18. - Attendance sheet progress meeting 3 signed by all participants, indicating place and date of meeting, participant name and organization. Meeting 3 will take place relatively late in the project as it will evaluate the outcomes and activities of WP3 (Training) which will not be finished before month 18. Minutes of progress meeting 3:Following the meeting agenda, the minutes include a short summary of the discussions and, most important, thorough documentation of all decisions taken at the meeting, including an agreed list of tasks, related deadlines and responsible partner organization(s) for each task. The minutes include as well any other relevant information for the partnership and project implementation. Meeting 3 will take place relatively late in the project as it will evaluate the outcomes and activities of WP3 (Training) which will not be finished before month 18. - Presentations held during meeting.

D1.4 : Documentation progress meeting 4 [22]

- Agenda of 4th and final progress meeting, including date & place of meeting, topics to be discussed and responsible partner for each agenda point. - Attendance sheet progress meeting 4 signed by all participants, indicating place and date of meeting, participant name and organization. - Minutes of progress meeting 4: Following the meeting agenda, the minutes include a short summary of the discussions and, most important, thorough documentation of all decisions taken at the meeting, including an agreed list of tasks, related deadlines and responsible partner organization(s) for each task. The minutes include as well any other relevant information for the partnership and project implementation. - Presentations held during meeting.

D1.5 : Documentation skype meeting 1 [4]

Agenda, presence list, minutes and presentations / documents shared or discussed during the meeting will be provided.

D1.6 : Documentation skype meeting 2 [13]

Agenda, presence list, minutes and presentations / documents shared or discussed during the meeting will be provided.

D1.7 : Documentation skype meeting 3 [20]

Agenda, presence list, minutes and presentations / documents shared or discussed during the meeting will be provided.

D1.8 : Progress report [13]

Period 01-12/2018: 1. Timesheets for each month (1 per staff member and month) 2. 1 Narrative report per quarter and partner organization, sent to coordinator by the latest 7 working days after the end of each quarter. Each report includes, for each respective reporting period: - so far completed activities per work package - activities worked on (+ work package), not yet completed - dissemination activities (incl. social media) - any relevant information the partner wants to share with the other partners, particularly successes - risk monitoring / assessment: What went different as planned, why, how to deal with the new situation and how to ensure delivery as accurate as possible.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS1	Agreed responsibilities and work plan	1 - BMSZKI	2	Output of the 1st progress meeting. Agreed on by all partners, to each activity, a responsible partner organization(s) is/are assigned as well as the deadline for delivery and related deliverables.

Work package number ⁹	WP2	Lead beneficiary ¹⁰	6 - SAFE Ireland
Work package title	Assessment of service provision gaps and training needs		
Start month	1	End month	6

Objectives

Assessing the present situation in terms of service response to the needs of homeless victims of GBV: The assessment will look at service users' experiences and to what extent their needs are met in current service provision. It will thus allow to identify gaps in service provision and training needs among staff members in partner organizations as well as as existing best practices in the partner countries. The identified gaps will lead the development of the European training framework in work package 3.

Description of work and role of partners

WP2 - Assessment of service provision gaps and training needs [Months: 1-6]

SAFE Ireland, BMSZKI, FEANTSA, Depaul UK, CVFE ASBL, fio.PSD

Activity 1: Adapt existing measurement tool for the assessment of services provided by partner and other local organizations: provide questionnaires for service users and staff interviews, guideline for focus groups (Safe Ireland, in English, all partners translate into national language)

Activity 2: Interview frontline /management staff and service users in own organization (all partners except FEANTSA). Women will also be offered to fill in a self-complete questionnaire to be dropped in a box. In any case, all information provided by service users will be treated full anonymously. Interviews with service users will be accompanied by a risk assessment of violent partners with each service user.

Activity 3: Implement focus groups with other local service providers (all partners except FEANTSA)

Activity 4: Document evidence from interviews and focus groups in "Assessment short reports" (country-wise, all partners except FEANTSA)

Activity 5: Draft "Gap Analysis Report": brings together 5 national short reports and introduces short synthesis from European perspective (Safe Ireland)

Participation per Partner

Partner number and short name	WP2 effort
1 - BMSZKI	0.38
2 - FEANTSA	0.27
3 - Depaul UK	0.38
4 - CVFE ASBL	0.27
5 - fio.PSD	0.27
6 - SAFE Ireland	1.09
Total	2.66

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D2.1	Gap analysis report	6 - SAFE Ireland	Report	Public	6
D2.2	Assessment short report Ireland	6 - SAFE Ireland	Report	Public	6

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D2.3	Assessment short report Belgium	4 - CVFE ASBL	Report	Public	6
D2.4	Assessment short report Hungary	1 - BMSZKI	Report	Public	6
D2.5	Assessment short report UK	3 - Depaul UK	Report	Public	6
D2.6	Assessment short report Italy	5 - fio.PSD	Report	Public	6
D2.7	Assessment questionnaire staff interviews	6 - SAFE Ireland	Report	Public	3
D2.8	Assessment questionnaire service users	6 - SAFE Ireland	Report	Public	3
D2.9	Guideline for assessment focus group	6 - SAFE Ireland	Report	Public	3
D2.10	Self-completion questionnaire for service users	6 - SAFE Ireland	Report	Public	3

Description of deliverables

All partners (except FEANTSA) assess the current services provided to homeless women victims of GBV, with a particular focus on gaps in service provision and existing best practices: Partners will do focus groups, conduct interviews with staff and service users (homeless women victims of GBV) and review existing good practices. The assessment will lead to the production of 5 short national (gap) assessment reports which will then inform the Gap Analysis Report. This synthesis report will be drafted by the lead beneficiary of WP 2, Safe Ireland, and will focus particularly on service provision gaps and related training needs among staff.

D2.1 : Gap analysis report [6]

1. Gap assessment analysis: Assessment of current service provision: identify service provision gaps and related training needs among staff, services best practices.

D2.2 : Assessment short report Ireland [6]

Country-specific short report in English (electronic version)

D2.3 : Assessment short report Belgium [6]

Country-specific short report in English (electronic version)

D2.4 : Assessment short report Hungary [6]

Country-specific short report in English (electronic version)

D2.5 : Assessment short report UK [6]

Country-specific short report in English (electronic version)

D2.6 : Assessment short report Italy [6]

Country-specific short report in English (electronic version)

D2.7 : Assessment questionnaire staff interviews [3]

Based on the adaption of an already existing and evidence-proved measurement tool for service assessment, Safe Ireland together with the expert Dr Chris Sullivan will develop a questionnaire for the interviews with staff members (in English, each partner translates into own language).

D2.8 : Assessment questionnaire service users [3]

Based on the adaption of an already existing and evidence-proved measurement tool for service assessment, Safe Ireland together with the expert Dr Chris Sullivan will develop a questionnaire for the interviews with service users, i.e. women with experience of GBV and homelessness (in English, each partner translates into own language).

D2.9 : Guideline for assessment focus group [3]

Based on the adaption of an already existing and evidence-proved measurement tool for service assessment, Safe Ireland together with the expert Dr Chris Sullivan will develop a guideline for the focus group each partner will do in his own organization (in English, each partner translates into own language).

D2.10 : Self-completion questionnaire for service users [3]

As an alternative to an interview with a staff member, women victims of GBV will be offered to fill in a questionnaire which can be dropped in a box anonymously. Safe Ireland will provide an English version to be translated into the national language by each partner.

Schedule of relevant Milestones

Milestone number¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS3	Gap analysis report	6 - SAFE Ireland	6	The gap analysis report contains the assessment of current service provision, identifies service provision gaps and related training needs among service staff as well as best practices of existing services. It contains 5 short national country reports for HU, BE, IE, UK and IT which are the basis on which the WP2 lead partner Safe Ireland will draft a summary report. The report will also introduce a short synthesis from European perspective.

Work package number ⁹	WP3	Lead beneficiary ¹⁰	3 - Depaul UK
Work package title	Staff training and development of training framework		
Start month	6	End month	21

Objectives

The main objectives of WP 3 are to develop a training framework based on psychologically- and trauma-informed approaches and to train partner organizations and other local services on the framework. The training will enable organizations to better respond to the needs of homeless women victims of GBV by introducing a psychologically- and trauma-informed approach and related work methods / tools. To reach out to as many local services as possible, local train-the-trainers will take place in all countries, capacitating participants as multipliers ("cascade-effect").

Description of work and role of partners

WP3 - Staff training and development of training framework [Months: 6-21]

Depaul UK, BMSZKI, FEANTSA, CVFE ASBL, fio.PSD, SAFE Ireland

The planned activities will build upon each other:

ACTIVITY 1: Expertise sharing workshop, hosted by expert Peter Cockersell (Depaul) as part of 2nd partnership meeting: All partners share their current knowledge on psychologically- and trauma-informed approaches used in the work with homeless victims of violence as well as existing best practices regarding support to homeless women victims of GBV.

Depaul and Safe Ireland, as expert partner from the homeless respective GBV sector, will bring complementing expertise from these two different sectors. Bridging the GBV and homeless service sectors is ensured through the participation of BMSZKI and fio.PSD which (mainly) provide homeless services, whereas CVFE covers the GBV sector. Workshop result: Depaul collected relevant knowledge to build into the training framework, bridging homeless and GBV service sectors.(main responsible Depaul)

ACTIVITY 2: Depaul and Safe Ireland, as expert partners, develop training framework on PIE (responsibles Depaul & Safe Ireland)

ACTIVITY 3: Each partner sends 2 trainers to the 2-days European train-the-trainer seminar: Involved staff will have previous training expertise to benefit as much as possible from the intense training. Training is delivered by the expert trainer Peter Cockersell with support of a GBV expert from Safe Ireland. (responsibles all partners)

ACTIVITY 4: Depaul provides guidelines for the valorization sessions and interviews, a basic structure for the documentation of both valorization activities. (reponsible Depaul)

ACTIVITY 5: Each partner delivers a local train-the-trainer workshop, based on the draft training framework and delivered by the European train-the-trainer participants, reaching out to as many local services as possible (55 persons will be trained). Local workshops will capacitate local trainers who work in partner organizations and other national organizations (at least 1 more organization, which is not involved in the project, participates). (all partners except FEANTSA)

ACTIVITY 6: Each partner delivers 2 local staff trainings: 1 for frontline and 1 for management staff (170 frontline and 70 management staff members will be trained). In HU, IE, UK and IT, partners will be able to realize a great reach at national level, as big and/or network organizations with activities and services in different cities/places (fio.PSD will engage 3 of its members from 3 different locations in Italy and CVFE will reach out to its partner organizations in 2 other Belgian cities). (all partners except FEANTSA)

ACTIVITY 7: All partners deliver internal training events with participants from their own and other local organizations (altogether engaging at least 150 staff members). The event enables organizations to create an overall-organizational, psychologically-informed response and will transform them into PIEs. PI-approaches emphasize that PIE is even more effective when the whole organization is involved. (all partners except FEANTSA)

ACTIVITY 8: 5 Follow-up valorization sessions (each half-day): All partners collect feedback on the effectiveness of the previously provided training from local training participants, particular focus on any changes at organizational level. (all partners except FEANTSA)

ACTIVITY 9: Draft short valorization summary: All partners document feedback from valorization sessions and interviews. (all partners except FEANTSA)

ACTIVITY 10: Depaul, with support of Safe Ireland, drafts the final training framework, feeding in the feedback from the country-wise valorization summaries.

ACTIVITY 11 (ongoing during training implementation): Peter Cockersell (and, to a lesser extent, a Safe Ireland expert) will provide all other partners with technical support. P. Cockersell will document all support in a log (deliverable "Log technical support by expert")

Participation per Partner

Partner number and short name	WP3 effort
1 - BMSZKI	1.20
2 - FEANTSA	0.11
3 - Depaul UK	3.44
4 - CVFE ASBL	1.20
5 - fio.PSD	1.09
6 - SAFE Ireland	1.75
Total	8.79

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D3.1	Completed European Training Framework on PIE	3 - Depaul UK	Report	Public	18
D3.2	European train-the-trainer (2-days)	3 - Depaul UK	Report	Public	10
D3.3	Local train-the-trainer Belgium	4 - CVFE ASBL	Report	Public	11
D3.4	Local train-the-trainer Hungary	1 - BMSZKI	Report	Public	11
D3.5	Local train-the-trainer Ireland	6 - SAFE Ireland	Report	Public	11
D3.6	Local train-the-trainer Italy	5 - fio.PSD	Report	Public	11
D3.7	Local train-the-trainer UK	3 - Depaul UK	Report	Public	11
D3.8	Local frontline staff training Hungary	1 - BMSZKI	Report	Public	12
D3.9	Local management staff training Hungary	1 - BMSZKI	Report	Public	12
D3.10	Local frontline staff training Belgium	4 - CVFE ASBL	Report	Public	12

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D3.11	Local management staff training Belgium	4 - CVFE ASBL	Report	Public	12
D3.12	Local frontline staff training Italy	5 - fio.PSD	Report	Public	12
D3.13	Local management staff training Italy	5 - fio.PSD	Report	Public	12
D3.14	Local frontline staff training Ireland	6 - SAFE Ireland	Report	Public	12
D3.15	Local management staff training Ireland	6 - SAFE Ireland	Report	Public	12
D3.16	Local frontline staff training UK	3 - Depaul UK	Report	Public	12
D3.17	Local management staff training UK	3 - Depaul UK	Report	Public	12
D3.18	Internal training event Belgium	4 - CVFE ASBL	Report	Public	15
D3.19	Internal training event Hungary	1 - BMSZKI	Report	Public	15
D3.20	Internal training event Ireland	6 - SAFE Ireland	Report	Public	15
D3.21	Internal training event Italy	5 - fio.PSD	Report	Public	15
D3.22	Internal training event UK	3 - Depaul UK	Report	Public	15
D3.23	Valorization short summary Belgium	4 - CVFE ASBL	Report	Public	17
D3.24	Valorization short summary Hungary	1 - BMSZKI	Report	Public	17
D3.25	Valorization short summary Italy	5 - fio.PSD	Report	Public	17
D3.26	Valorization short summary Ireland	6 - SAFE Ireland	Report	Public	17
D3.27	Valorization short summary UK	3 - Depaul UK	Report	Public	17
D3.28	Documentation expertise sharing workshop	3 - Depaul UK	Report	Confidential, only for members of the consortium (including the Commission Services)	7
D3.29	Log technical support expert	3 - Depaul UK	Report	Public	21

Description of deliverables

All partners send 2 trainers with previous training experience, to the European training on PIE training (12 participants), provided by the expert trainer Peter Cockersell. Back in their country, to disseminate the acquired knowledge on PIE at national / local level, participants organize local train-the-trainer seminars (1 per partner country) and local staff trainings (2 per partner country, 1 for frontline & 1 for management staff). Training activities are accompanied by internal training events (1 per partner) which want to reach as many members of staff in the partner organizations as possible, bringing about the transformation into a psychologically- and trauma-informed organization (a PIE).

In the following, each partner organization (except FEANTSA) will do valorisation interviews and follow-up sessions with trainees and staff of involved organization which will inform the valorisation short summaries (1 per partner).

Technical support provided by the expert Peter Cockersell will be documented in a log document.

The expert partner Depaul, together with Safe Ireland, will draft the European Training Framework on PIE. The Framework will provide training materials to adopt PI- and trauma-informed practices and will also be informed by the valorisation short summaries.

D3.1 : Completed European Training Framework on PIE [18]

The European Training Framework on PIE provides training materials to adopt PI- and trauma-informed practices and will be informed by the valuable feedback from training participants (summarized in the "valorisation short summaries" which will be produced by each partner except from FEANTSA). The Framework will be available in electronic and hard-copy format in the following languages: EN, HU, FR, IT.

D3.2 : European train-the-trainer (2-days) [10]

European train-the-trainer, 2-days: All partners send 2 trainers / members of staff who receive PIE training by expert trainer Peter Cockersell (Depaul), with support of a Safe Ireland expert; 12 participants. Participants have previous training experience to be able to get the most from the training. For documentation purposes, agenda, signed presence list, minutes and (if applicable) presentations will be provided.

D3.3 : Local train-the-trainer Belgium [11]

Each partner (except FEANTSA) organizes and implements a local train-the-trainer seminar (1 per partner country, 5 in total), 40 trainers trained. Trainers are the participants of the European train-the-trainers. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.4 : Local train-the-trainer Hungary [11]

Each partner (except FEANTSA) organizes and implements a local train-the-trainer seminar (1 per partner country, 5 in total), 40 trainers trained. Trainers are the participants of the European train-the-trainers. For documentation purposes, agenda, signed presence list, minutes and presentations will be provided.

D3.5 : Local train-the-trainer Ireland [11]

Each partner (except FEANTSA) organizes and implements a local train-the-trainer seminar (1 per partner country, 5 in total), 40 trainers trained. Trainers are the participants of the European train-the-trainers. For documentation purposes, agenda, signed presence list, minutes and presentations will be provided.

D3.6 : Local train-the-trainer Italy [11]

Each partner (except FEANTSA) organizes and implements a local train-the-trainer seminar (1 per partner country, 5 in total), 40 trainers trained. Trainers are the participants of the European train-the-trainers. For documentation purposes, agenda, signed presence list, minutes and presentations will be provided.

D3.7 : Local train-the-trainer UK [11]

Each partner (except FEANTSA) organizes and implements a local train-the-trainer seminar (1 per partner country, 5 in total), 40 trainers trained. Trainers are the participants of the European train-the-trainers. For documentation purposes, agenda, signed presence list, minutes and presentations will be provided.

D3.8 : Local frontline staff training Hungary [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.9 : Local management staff training Hungary [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.10 : Local frontline staff training Belgium [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff training events will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.11 : Local management staff training Belgium [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.12 : Local frontline staff training Italy [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.13 : Local management staff training Italy [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.14 : Local frontline staff training Ireland [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.15 : Local management staff training Ireland [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.16 : Local frontline staff training UK [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and 70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.17 : Local management staff training UK [12]

Each partner (except FEANTSA) organizes and implements a local staff training (2 per partner country, 10 in total), trainers trained. Trainers are the participants of the local train-the-trainer seminars. The local staff trainings will be open to staff from the partner organization and other local organizations. Across partner countries, 170 frontline and

70 management staff members will be trained. For documentation purposes, agenda, signed presence list, minutes and presentations used during the training will be provided.

D3.18 : Internal training event Belgium [15]

Each partner, except FEANTSA, organizes and implements an internal training events (1 per partner, 5 in total) which want to reach out to as many staff members of the partner organization as possible and aims at transferring the organization into a PIE (psychologically-and trauma-informed environment). In total 244 staff members reached. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

D3.19 : Internal training event Hungary [15]

Each partner, except FEANTSA, organizes and implements an internal training events (1 per partner, 5 in total) which want to reach out to as many staff members of the partner organization as possible and aims at transferring the organization into a PIE (psychologically-and trauma-informed environment). In total 244 staff members reached. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

D3.20 : Internal training event Ireland [15]

Each partner, except FEANTSA, organizes and implements an internal training events (1 per partner, 5 in total) which want to reach out to as many staff members of the partner organization as possible and aims at transferring the organization into a PIE (psychologically-and trauma-informed environment). In total 244 staff members reached. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

D3.21 : Internal training event Italy [15]

Each partner, except FEANTSA, organizes and implements an internal training events (1 per partner, 5 in total) which want to reach out to as many staff members of the partner organization as possible and aims at transferring the organization into a PIE (psychologically-and trauma-informed environment). In total 244 staff members reached. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

D3.22 : Internal training event UK [15]

Each partner, except FEANTSA, organizes and implements an internal training events (1 per partner, 5 in total) which want to reach out to as many staff members of the partner organization as possible and aims at transferring the organization into a PIE (psychologically-and trauma-informed environment). In total 244 staff members reached. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

D3.23 : Valorization short summary Belgium [17]

After the training activities, each partner (except FEANTSA) - conducts 3 valorization interviews with participants from the local trainings (local train-the-trainer and staff trainings) to collect feedback on the effectiveness of the training; - implements a half-day valorization session in the own organization to evaluate the effectiveness of the internal training event and the previous training activities (European and local train-the-trainers, frontline & management staff training events at local level). Based on the valorisation interviews and sessions, each partner (except FEANTSA) drafts a "Valorization Short Summary" to be published in English. The valorization short summaries serve as indicators of the advancement of the transition into a PIE and of the creation of new PI- and trauma-informed organizations.

D3.24 : Valorization short summary Hungary [17]

After the training activities, each partner (except FEANTSA) - conducts 3 valorization interviews with participants from the local trainings (local train-the-trainer and staff trainings) to collect feedback on the effectiveness of the training; - implements a half-day valorization session in the own organization to evaluate the effectiveness of the internal training event and the previous training activities (European and local train-the-trainers, frontline & management staff training events at local level). Based on the valorisation interviews and sessions, each partner (except FEANTSA) drafts a "Valorization Short Summary" to be published in English. The valorization short summaries serve as indicators of the advancement of the transition into a PIE and of the creation of new PI- and trauma-informed organizations.

D3.25 : Valorization short summary Italy [17]

After the training activities, each partner (except FEANTSA) - conducts 3 valorization interviews with participants from the local trainings (local train-the-trainer and staff trainings) to collect feedback on the effectiveness of the training; - implements a half-day valorization session in the own organization to evaluate the effectiveness of the internal training event and the previous training activities (European and local train-the-trainers, frontline & management staff training events at local level). Based on the valorisation interviews and sessions, each partner (except FEANTSA) drafts a "Valorization Short Summary" to be published in English. The valorization short

summaries serve as indicators of the advancement of the transition into a PIE and of the creation of new PI- and trauma-informed organizations.

D3.26 : Valorization short summary Ireland [17]

After the training activities, each partner (except FEANTSA) - conducts 3 valorization interviews with participants from the local trainings (local train-the-trainer and staff trainings) to collect feedback on the effectiveness of the training; - implements a half-day valorization session in the own organization to evaluate the effectiveness of the internal training event and the previous training activities (European and local train-the-trainers, frontline & management staff training events at local level). Based on the valorisation interviews and sessions, each partner (except FEANTSA) drafts a "Valorization Short Summary" to be published in English. The valorization short summaries serve as indicators of the advancement of the transition into a PIE and of the creation of new PI- and trauma-informed organizations.

D3.27 : Valorization short summary UK [17]

After the training activities, each partner (except FEANTSA) - conducts 3 valorization interviews with participants from the local trainings (local train-the-trainer and staff trainings) to collect feedback on the effectiveness of the training; - implements a half-day valorization session in the own organization to evaluate the effectiveness of the internal training event and the previous training activities (European and local train-the-trainers, frontline & management staff training events at local level). Based on the valorisation interviews and sessions, each partner (except FEANTSA) drafts a "Valorization Short Summary" to be published in English. The valorization short summaries serve as indicators of the advancement of the transition into a PIE and of the creation of new PI- and trauma-informed organizations.

D3.28 : Documentation expertise sharing workshop [7]

Straight after the second project meeting, partners will stay for an extra day to share their knowledge and expertise on PIE as well as good practices from their countries. Agenda, presence list, minutes and presentations / documents shared or discussed during the meeting will be provided.

D3.29 : Log technical support expert [21]

Expert Peter Cockersell (Depaul) will document technical support provided to partner and other local organizations in a log document.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS4	Completed European Training Framework	3 - Depaul UK	18	Expert partner on homeless, Depaul, especially expert Peter Cockersell, with support of the second expert organization Safe Ireland (which adds a GBV perspective), draft the final European Training PIE Framework. The Framework is based on the input of all partners, exchanged and "collected" during the European expert sharing workshop, the feedback of training participants of the European train-the-trainer seminar and the local seminars as well as on the national "valorization summaries" (which

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				summarize the feedback received during the valorization sessions and interviews).
MS5	Launch Training Framework on project website	2 - FEANTSA	18	FEANTSA, as lead partner on dissemination activities and the related WP4, will launch the European Training Framework on the project-specific website and disseminate the Framework through social media and other dissemination channels (e.g. the FEANTSA newsletter).

Work package number ⁹	WP4	Lead beneficiary ¹⁰	2 - FEANTSA
Work package title	Awareness raising and dissemination		
Start month	1	End month	24

Objectives

WP 4 aims at creating a better understanding of the strong relationship between GBV and women's homelessness and to urge services, policy makers and other stakeholders, (at local and European levels, to bring about a change to enhance the support to homeless women victims of GBV. Furthermore, WP 4 will mainstream the issue of women's homelessness and GBV.

Description of work and role of partners

WP4 - Awareness raising and dissemination [Months: 1-24]

FEANTSA, BMSZKI, Depaul UK, CVFE ASBL, fio.PSD, SAFE Ireland

WP 4 is dedicated to the aim to raise the awareness and knowledge about the strong relationship between GBV and women's homelessness.

DISSEMINATION ACTIVITIES:

1. The partners will engage in ongoing dissemination activities at European and local level, including via social media and other communication channels (such as the organization's monthly newsletter, by adding a link to the project website on the partner organizations' websites, through disseminating the project during internal and other European project meetings etc.). FEANTSA, as a big European network organization with more than 130 member organizations throughout Europe, will play an particularly important role in using its exhaustive communication channels. The partnership will reach at least 12 000 contacts throughout Europe.

2. Creation, launch and management of project website, where all outputs will be available, most importantly the European Training Framework, the PIE4shelters Guide, the latter will also contain the "European synthesis recommendations" for service providers. Training Framework and Guide will be available in English and all partner languages (HU, IT, FR). The website will allow the interested public to follow the project step by step. Deliverables will be uploaded a bit at a time. (responsible FEANTSA)

3. The partners will produce country-specific recommendations on PI-approaches which will target service providers, based on experiences from the local training workshops. The country-specific recommendations will feed into the "European synthesis recommendations", drafted by FEANTSA. The synthesized recommendations, together with the European Training Framework, will form the PIE4shelters Guide.

ACTIVITIES related to AWARENESS RAISING:

1. The partners will engage in intensive awareness raising activities at European and local level, to inform policy makers and stakeholders and create a sense of urgency to improve policies, the local framework in which GBV services and homeless services work.

2. The partners (except FEANTSA) will organize and host a national awareness & dissemination event in their country to mainstream PI-approaches and disseminate the project outcomes (particularly the Training Framework and Guide). FEANTSA will organize and host a European workshop on PIE (with at least 20 participants) and will also disseminate the project and the overall concept of PIE among the 300+ attendees from the European homeless and social service sectors during its annual policy conference 2019.

3. The partners (except FEANTSA) will organize at least one meeting with national policy makers (in total, 35 policy makers will be reached). FEANTSA will, during the project lifetime, present the project and its main outcomes (Training Framework & Guide) to at least 15 EU-level policy makers and stakeholders from the social sector. Each meeting will be documented (place, date, event (if applicable), participant names and organization, summary of discussion / discussed topics).

4. The partners will draft an article related to the project to be published in a sector-related/relevant online or print journal or media. The articles will be published on the project-specific website too. The article drafted by FEANTSA will particularly target the European social sector audiences.

Participation per Partner

Partner number and short name	WP4 effort
1 - BMSZKI	9.27
2 - FEANTSA	6.00
3 - Depaul UK	1.09
4 - CVFE ASBL	1.04
5 - fio.PSD	1.04
6 - SAFE Ireland	1.09
Total	19.53

List of deliverables

Deliverable Number ¹⁴	Deliverable Title	Lead beneficiary	Type ¹⁵	Dissemination level ¹⁶	Due Date (in months) ¹⁷
D4.1	Project website	2 - FEANTSA	Websites, patents filling, etc.	Public	2
D4.2	Project flyer online version	2 - FEANTSA	Websites, patents filling, etc.	Public	4
D4.3	Project flyer print version English	2 - FEANTSA	Demonstrator	Public	5
D4.4	Project flyer print version French	4 - CVFE ASBL	Demonstrator	Public	5
D4.5	Project flyer print version Hungarian	1 - BMSZKI	Demonstrator	Public	5
D4.6	Project flyer print version Italian	5 - fio.PSD	Demonstrator	Public	5
D4.7	Country-specific recommendations to service providers Belgium	4 - CVFE ASBL	Report	Public	19
D4.8	PIE4shelters Guide - online version English	2 - FEANTSA	Report	Public	20
D4.9	European PIE workshop	2 - FEANTSA	Report	Public	19
D4.10	National awareness raising & dissemination event Belgium	4 - CVFE ASBL	Report	Public	24
D4.11	Meeting with policy makers (local level) Belgium	4 - CVFE ASBL	Report	Public	24
D4.12	Article local press Belgium	4 - CVFE ASBL	Report	Public	23

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.13	Article European level	2 - FEANTSA	Report	Public	23
D4.14	PIE4shelters Guide - print version English	2 - FEANTSA	Report	Public	20
D4.15	Country-specific recommendations to service providers Hungary	1 - BMSZKI	Report	Public	19
D4.16	Country-specific recommendations to service providers Italy	5 - fio.PSD	Report	Public	19
D4.17	Country-specific recommendations to service providers Ireland	6 - SAFE Ireland	Report	Public	19
D4.18	Country-specific recommendations to service providers UK	3 - Depaul UK	Report	Public	19
D4.19	National awareness raising & dissemination event Hungary	1 - BMSZKI	Report	Public	24
D4.20	National awareness raising & dissemination event Italy	5 - fio.PSD	Report	Public	24
D4.21	National awareness raising & dissemination event Ireland	6 - SAFE Ireland	Report	Public	24
D4.22	National awareness raising & dissemination event UK	3 - Depaul UK	Report	Public	24
D4.23	Meeting with policy makers (local level) Hungary	1 - BMSZKI	Report	Public	24
D4.24	Meeting with policy makers (local level) Italy	5 - fio.PSD	Report	Public	24
D4.25	Meeting with policy makers (local level) Ireland	6 - SAFE Ireland	Report	Public	24
D4.26	Meeting with policy makers (local level) UK	3 - Depaul UK	Report	Public	24
D4.27	Dissemination log EU-level policy makers & stakeholders	2 - FEANTSA	Report	Public	24
D4.28	PIE4shelters Guide - print version Hungarian	2 - FEANTSA	Report	Public	20

List of deliverables

Deliverable Number¹⁴	Deliverable Title	Lead beneficiary	Type¹⁵	Dissemination level¹⁶	Due Date (in months)¹⁷
D4.29	PIE4shelters Guide - print version French	2 - FEANTSA	Report	Public	20
D4.30	PIE4shelters Guide - print version Italian	2 - FEANTSA	Report	Public	20
D4.31	PIE4shelters Guide - online version Hungarian	2 - FEANTSA	Report	Public	20
D4.32	PIE4shelters Guide - online version Italian	2 - FEANTSA	Report	Public	20
D4.33	PIE4shelters Guide - online version French	2 - FEANTSA	Report	Public	20
D4.34	Article local press Hungary	1 - BMSZKI	Report	Public	23
D4.35	Article local press Ireland	6 - SAFE Ireland	Report	Public	23
D4.36	Article local press Italy	5 - fio.PSD	Report	Public	23
D4.37	Article local press UK	3 - Depaul UK	Report	Public	23

Description of deliverables

The following dissemination tools will be produced and launched / disseminated:

- Project-specific PIE4shelters website which will serve as a platform for ongoing dissemination of the project and all deliverables.
- "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers.
- Project flyer containing the main project information (incl. mention of all dissemination events at national and European levels)
- All partners (except FEANTSA) will draft country-specific recommendations on PI-approaches that target service providers in their own country and the whole of Europe. FEANTSA will synthesize country-specific recommendations which eventually will become part of the PIE4shelters Guide as "European Synthesis Recommendations".
- 5 articles (1 per partner and country) to be published in relevant media, 1 article drafted by FEANTSA to reach out to the relevant European audience.

SPECIFIC EVENTS

- 1-day awareness raising dissemination event per country, reaching out to the national GBV and homeless services. The events will achieve a greater awareness on the link between GBV and women's homelessness and improved referrals / referral systems between the GBV and homeless services in the partner countries.
- Meeting with policy makers in each partner country which will create a greater awareness on the strong link between GBV and women's homelessness and a sense of urgency to improve policies and the framework for local services.

As the partner most responsible of dissemination at European level, FEANTSA will organize and host a PIE workshop during its annual conference which will, reaching at least 20 participants, create a greater awareness on the link between GBV and women's homelessness, mainstream PI-approaches as innovation to improve the support for homeless women and disseminate the Training Framework and Guide.

D4.1 : Project website [2]

Create and launch project-specific PIE4shelters website which will serve as a platform for ongoing dissemination of the project and all deliverables (in particular the European Training Framework and the PIE4shelters Guide) and which will allow to follow the project progress and work methodology.

D4.2 : Project flyer online version [4]

Draft and publish the project flyer containing the main information (main objectives, main deliverables, timeline, partners involved, events and link to project-specific website), to be published online on the project website, all partners websites, social media and in print version in all partner languages: EN, FR each 150, HU and IT each 100 copies. Print and online versions are both to be published in month 4. The online version will be published in all 4 partner languages.

D4.3 : Project flyer print version English [5]

Draft and publish the project flyer containing the main information (main objectives, main deliverables, timeline, partners involved, events and link to project-specific website), to be published online on the project website, all partners websites, social media and in print version in all partner languages: EN, FR each 150, HU and IT each 100 copies. Print and online versions are both to be published in month 4.

D4.4 : Project flyer print version French [5]

Project flyer print version EnglishDraft and publish the project flyer containing the main information (main objectives, main deliverables, timeline, partners involved, events and link to project-specific website), to be published online on the project website, all partners websites, social media and in print version in all partner languages: EN, FR each 150, HU and IT each 100 copies. Print and online versions are both to be published in month 4.

D4.5 : Project flyer print version Hungarian [5]

Draft and publish the project flyer containing the main information (main objectives, main deliverables, timeline, partners involved, events and link to project-specific website), to be published online on the project website, all partners websites, social media and in print version in all partner languages: EN, FR each 150, HU and IT each 100 copies. Print and online versions are both to be published in month 4.

D4.6 : Project flyer print version Italian [5]

Draft and publish the project flyer containing the main information (main objectives, main deliverables, timeline, partners involved, events and link to project-specific website), to be published online on the project website, all partners websites, social media and in print version in all partner languages: EN, FR each 150, HU and IT each 100 copies. Print and online versions are both to be published in month 4.

D4.7 : Country-specific recommendations to service providers Belgium [19]

Based from experiences and feedback from local level training activities, partners (except FEANTSA) will draft country-specific recommendations on PI-approaches targeting service providers in their own country and the whole of Europe. FEANTSA will synthesize the recommendations which will form part of the PIE4shelters Guide as "European Synthesis Recommendations".

D4.8 : PIE4shelters Guide - online version English [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints). The online version is due in month 20, the print version in month 23.

D4.9 : European PIE workshop [19]

As the partner most responsible of dissemination at European level, FEANTSA will organize and host a PIE workshop during its annual conference which will, reaching at least 20 participants, - create a greater awareness on the the strong link between GBV and women's homelessness, - mainstream PI-approaches as innovation to improve the support for homeless women, - disseminate the Training Framework and Guide. For reporting purposes, agendas, signed presence lists, minutes and (if applicable) presentations will be provided.

D4.10 : National awareness raising & dissemination event Belgium [24]

In each partner country, a 1-day awareness raising & dissemination event will take place, reaching out to the national GBV and homeless services. The events 'main outcomes are: - a greater awareness on the the strong link between GBV and women's homelessness and - improved referrals / referral systems between the GBV and homeless services in the partner countries. Altogether, the events will reach out to at least 900 people in the 5 partner countries. For documentation purposes, agenda, signed presence list, minutes and presentations used during the event will be provided.

D4.11 : Meeting with policy makers (local level) Belgium [24]

In all partner countries, partners (except FEANTSA) will organize and host a meeting with policy makers (altogether reaching at least 60 policy makers) which will - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the framework for local services. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations used during the event will be provided.

D4.12 : Article local press Belgium [23]

5 articles (1 per partner and country except FEANTSA) on PIE/a project-related topic will be published in relevant media (online or print) at local / national / regional level, reaching out to relevant organizations in the homeless, GBV and social service sectors. The articles will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project.

D4.13 : Article European level [23]

1 article on PIE / a project-related topic drafted by FEANTSA, to be published in homeless or social sector media, print or online, reaching out to the European homeless / GBV / social sector audience. The article will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project.

D4.14 : PIE4shelters Guide - print version English [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints).

D4.15 : Country-specific recommendations to service providers Hungary [19]

Based from experiences and feedback from local level training activities, partners (except FEANTSA) will draft country-specific recommendations on PI-approaches targeting service providers in their own country and the whole of Europe. FEANTSA will synthesize the recommendations which will form part of the PIE4shelters Guide as "European Synthesis Recommendations".

D4.16 : Country-specific recommendations to service providers Italy [19]

Based from experiences and feedback from local level training activities, partners (except FEANTSA) will draft country-specific recommendations on PI-approaches targeting service providers in their own country and the whole of Europe. FEANTSA will synthesize the recommendations which will form part of the PIE4shelters Guide as "European Synthesis Recommendations".

D4.17 : Country-specific recommendations to service providers Ireland [19]

Based from experiences and feedback from local level training activities, partners (except FEANTSA) will draft country-specific recommendations on PI-approaches targeting service providers in their own country and the whole of Europe. FEANTSA will synthesize the recommendations which will form part of the PIE4shelters Guide as "European Synthesis Recommendations".

D4.18 : Country-specific recommendations to service providers UK [19]

Based from experiences and feedback from local level training activities, partners (except FEANTSA) will draft country-specific recommendations on PI-approaches targeting service providers in their own country and the whole of Europe. FEANTSA will synthesize the recommendations which will form part of the PIE4shelters Guide as "European Synthesis Recommendations".

D4.19 : National awareness raising & dissemination event Hungary [24]

In each partner country, a 1-day awareness raising & dissemination event will take place, reaching out to the national GBV and homeless services. The events 'main outcomes are: - a greater awareness on the the strong link between GBV and women's homelessness and - improved referrals / referral systems between the GBV and homeless services in the partner countries. Altogether, the events will reach out to at least 900 people in the 5 partner countries. For documentation purposes, agenda, signed presence list, minutes and presentations used during the event will be provided.

D4.20 : National awareness raising & dissemination event Italy [24]

In each partner country, a 1-day awareness raising & dissemination event will take place, reaching out to the national GBV and homeless services. The events 'main outcomes are: - a greater awareness on the the strong link between GBV and women's homelessness and - improved referrals / referral systems between the GBV and homeless services in the partner countries. Altogether, the events will reach out to at least 900 people in the 5 partner countries. For

documentation purposes, agenda, signed presence list, minutes and presentations used during the event will be provided.

D4.21 : National awareness raising & dissemination event Ireland [24]

In each partner country, a 1-day awareness raising & dissemination event will take place, reaching out to the national GBV and homeless services. The events' main outcomes are: - a greater awareness on the the strong link between GBV and women's homelessness and - improved referrals / referral systems between the GBV and homeless services in the partner countries. Altogether, the events will reach out to at least 900 people in the 5 partner countries. For documentation purposes, agenda, signed presence list, minutes and presentations used during the event will be provided.

D4.22 : National awareness raising & dissemination event UK [24]

In each partner country, a 1-day awareness raising & dissemination event will take place, reaching out to the national GBV and homeless services. The events' main outcomes are: - a greater awareness on the the strong link between GBV and women's homelessness and - improved referrals / referral systems between the GBV and homeless services in the partner countries. Altogether, the events will reach out to at least 900 people in the 5 partner countries. For documentation purposes, agenda, signed presence list, minutes and presentations used during the event will be provided.

D4.23 : Meeting with policy makers (local level) Hungary [24]

In all partner countries, partners (except FEANTSA) will organize and host a meeting with policy makers (altogether reaching at least 60 policy makers) which will - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the framework for local services. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations used during the event will be provided.

D4.24 : Meeting with policy makers (local level) Italy [24]

In all partner countries, partners (except FEANTSA) will organize and host a meeting with policy makers (altogether reaching at least 60 policy makers) which will - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the framework for local services. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations used during the event will be provided.

D4.25 : Meeting with policy makers (local level) Ireland [24]

In all partner countries, partners (except FEANTSA) will organize and host a meeting with policy makers (altogether reaching at least 60 policy makers) which will - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the framework for local services. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations used during the event will be provided.

D4.26 : Meeting with policy makers (local level) UK [24]

In all partner countries, partners (except FEANTSA) will organize and host a meeting with policy makers (altogether reaching at least 60 policy makers) which will - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the framework for local services. For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations used during the event will be provided.

D4.27 : Dissemination log EU-level policy makers & stakeholders [24]

As a EU-level equivalent to the local level meetings with policy makers which will take in each partner country, FEANTSA will present the project to at least 15 EU-level policy makers and stakeholders from the homeless / GBV / social sectors during the project lifespan. Presentations of the project can take place in different settings such as networking events, regular follow-up meetings with Commission staff members or MEPs, within the 2 annual FEANTSA conferences, discussions which FEANTSA is invited to etc.. The project officer will maintain a dissemination "log": For each occasion / each time when the project was disseminated, FEANTSA will provide a description of the context/event, place and date, persons involved and summary points of what has been discussed. The aim of presenting the project to policy makers and stakeholder is to - create a greater awareness on the the strong link between GBV and women's homelessness and - create a sense of urgency to improve policies and the European framework for services in the Member States.

D4.28 : PIE4shelters Guide - print version Hungarian [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints).

D4.29 : PIE4shelters Guide - print version French [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints).

D4.30 : PIE4shelters Guide - print version Italian [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints).

D4.31 : PIE4shelters Guide - online version Hungarian [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints). The online version is due in month 20, the print version in month 23.

D4.32 : PIE4shelters Guide - online version Italian [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints). The online version is due in month 20, the print version in month 23.

D4.33 : PIE4shelters Guide - online version French [20]

FEANTSA will draft and publish the "PIE4shelters Guide" which contains the Training Framework and the synthesized European recommendations for service providers. The Guide will be published in online and print versions in all partner languages (EN, FR, each 300 prints; HU, IT each 200 prints, in total 1000 prints). The online version is due in month 20, the print version in month 23.

D4.34 : Article local press Hungary [23]

5 articles (1 per partner and country except FEANTSA) on PIE/a project-related topic will be published in relevant media (online or print) at local / national / regional level, reaching out to relevant organizations in the homeless, GBV and social service sectors. The articles will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project.

D4.35 : Article local press Ireland [23]

5 articles (1 per partner and country except FEANTSA) on PIE/a project-related topic will be published in relevant media (online or print) at local / national / regional level, reaching out to relevant organizations in the homeless, GBV and social service sectors. The articles will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project.

D4.36 : Article local press Italy [23]

5 articles (1 per partner and country except FEANTSA) on PIE/a project-related topic will be published in relevant media (online or print) at local / national / regional level, reaching out to relevant organizations in the homeless, GBV and social service sectors. The articles will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project.

D4.37 : Article local press UK [23]

5 articles (1 per partner and country except FEANTSA) on PIE/a project-related topic will be published in relevant media (online or print) at local / national / regional level, reaching out to relevant organizations in the homeless, GBV and social service sectors. The articles will raise awareness of the link between GBV and women's homelessness and will contribute to the general dissemination of the project. Each partner delivers 2 local staff trainings: 1 for frontline and 1 for management staff. In HU, IE, UK and IT, partners will be able to realize a great reach at national level, as big and/or network organizations with activities and services in different cities/places (fio.PSD will engage 3 of its members from 3 different locations in Italy and CVFE will reach out to its partner organizations in 2 other Belgian cities). (all partners except FEANTSA) For documentation purposes, agenda, signed presence list, minutes and, if applicable, presentations will be provided.

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
MS2	Launch project website	2 - FEANTSA	3	FEANTSA will be in charge of creating and launching a project-specific website. The website will contain the ongoing project documentation (meetings, trainings), all produced outputs, most importantly the European Training Framework and PIE4shelters Guide, the Gap Analysis Report as well as the project flyer (electronic version). FEANTSA will be in charge of keeping the website updated. All partners will participate in disseminating it through their communication channels (incl. social media).
MS5	Launch Training Framework on project website	2 - FEANTSA	18	FEANTSA, as lead partner on dissemination activities and the related WP4, will launch the European Training Framework on the project-specific website and disseminate the Framework through social media and other dissemination channels (e.g. the FEANTSA newsletter).
MS6	Launch PIE4shelters Guide	2 - FEANTSA	21	FEANTSA will be in charge of launching the final version of the PIE4shelters Guide which will be available in print and electronic versions, in EN, FR, IT and HU language. The Guide will be launched and disseminated on the project website (responsible FEANTSA as big European network organization with 130+ members in the EU), social media, the FEANTSA monthly newsletter, all project-related events and trainings, including those at the annual FEANTSA conference with 300+ participants as well as through ad-hoc dissemination

Schedule of relevant Milestones

Milestone number ¹⁸	Milestone title	Lead beneficiary	Due Date (in months)	Means of verification
				(meetings, networking events etc. in which FEANTSA and the other partners participate on an ongoing basis). All partners will disseminate the Guide through their national / local networks, newsletters, social media channels and other suitable activities.
MS7	Reaching out to at least 50 people through national awareness raising & dissemination events	2 - FEANTSA	23	Through the national awareness and dissemination events (1-day events in 5 partner countries), all partners (except FEANTSA) will reach out to relevant homeless organizations at national, regional and local levels. Each event will have at least 50 participants.
MS8	Meeting at least 35 policy makers (national & European levels)	2 - FEANTSA	24	Each partner (except FEANTSA) will organize at least 1 meeting with national policy makers in their respective country (5 meetings in total, reaching at least 60 policy makers). FEANTSA will present the project to at least 15 relevant European policy makers and stakeholders from the homeless, GBV and general social service sector. During the meetings, partners will - raise the awareness of the relationship between GBV and women's homelessness, and create a sense of urgency to improve policies and services for local services among policy makers; - present the project and the main outcomes (PIE4shelters Training Framework & Guide).

1.3.4. WT4 List of milestones

Milestone number ¹⁸	Milestone title	WP number ⁹	Lead beneficiary	Due Date (in months) ¹⁷	Means of verification
MS1	Agreed responsibilities and work plan	WP1	1 - BMSZKI	2	Output of the 1st progress meeting. Agreed on by all partners, to each activity, a responsible partner organization(s) is/are assigned as well as the deadline for delivery and related deliverables.
MS2	Launch project website	WP4	2 - FEANTSA	3	FEANTSA will be in charge of creating and launching a project-specific website. The website will contain the ongoing project documentation (meetings, trainings), all produced outputs, most importantly the European Training Framework and PIE4shelters Guide, the Gap Analysis Report as well as the project flyer (electronic version). FEANTSA will be in charge of keeping the website updated. All partners will participate in disseminating it through their communication channels (incl. social media).
MS3	Gap analysis report	WP2	6 - SAFE Ireland	6	The gap analysis report contains the assessment of current service provision, identifies service provision gaps and related training needs among service staff as well as best practices of existing services. It contains 5 short national country reports for HU, BE, IE, UK and IT which are the basis on which the WP2 lead partner Safe Ireland will draft a summary report. The report will also introduce a short synthesis from European perspective.
MS4	Completed European Training Framework	WP3	3 - Depaul UK	18	Expert partner on homeless, Depaul, especially expert Peter Cockersell, with support of the second expert organization Safe Ireland (which adds a GBV perspective), draft the final

Milestone number¹⁸	Milestone title	WP number⁹	Lead beneficiary	Due Date (in months)¹⁷	Means of verification
					European Training PIE Framework. The Framework is based on the input of all partners, exchanged and "collected" during the European expert sharing workshop, the feedback of training participants of the European train-the-trainer seminar and the local seminars as well as on the national "valorization summaries" (which summarize the feedback received during the valorization sessions and interviews).
MS5	Launch Training Framework on project website	WP3, WP4	2 - FEANTSA	18	FEANTSA, as lead partner on dissemination activities and the related WP4, will launch the European Training Framework on the project-specific website and disseminate the Framework through social media and other dissemination channels (e.g. the FEANTSA newsletter).
MS6	Launch PIE4shelters Guide	WP4	2 - FEANTSA	21	FEANTSA will be in charge of launching the final version of the PIE4shelters Guide which will be available in print and electronic versions, in EN, FR, IT and HU language. The Guide will be launched and disseminated on the project website (responsible FEANTSA as big European network organization with 130+ members in the EU), social media, the FEANTSA monthly newsletter, all project-related events and trainings, including those at the annual FEANTSA conference with 300+ participants as well as through ad-hoc dissemination (meetings, networking events etc. in which FEANTSA and the other partners participate on an ongoing basis). All

Milestone number¹⁸	Milestone title	WP number⁹	Lead beneficiary	Due Date (in months)¹⁷	Means of verification
					partners will disseminate the Guide through their national / local networks, newsletters, social media channels and other suitable activities.
MS7	Reaching out to at least 50 people through national awareness raising & dissemination events	WP4	2 - FEANTSA	23	Through the national awareness and dissemination events (1-day events in 5 partner countries), all partners (except FEANTSA) will reach out to relevant homeless organizations at national, regional and local levels. Each event will have at least 50 participants.
MS8	Meeting at least 35 policy makers (national & European levels)	WP4	2 - FEANTSA	24	Each partner (except FEANTSA) will organize at least 1 meeting with national policy makers in their respective country (5 meetings in total, reaching at least 60 policy makers). FEANTSA will present the project to at least 15 relevant European policy makers and stakeholders from the homeless, GBV and general social service sector. During the meetings, partners will - raise the awareness of the relationship between GBV and women's homelessness, and create a sense of urgency to improve policies and services for local services among policy makers; - present the project and the main outcomes (PIE4shelters Training Framework & Guide).

1.3.5. WT5 Critical Implementation risks and mitigation actions

Risk number	Description of risk	WP Number	Proposed risk-mitigation measures
1	one partner falls behind with their tasks	WP1	reminder of deadlines, support from other partners
2	not as many people attending events as planned	WP1, WP2, WP3, WP4	as there are several events taking place in each country, partners can try to involve more participants at later events
3	linguistic barriers	WP1, WP3	coordinators and two trainers need to be fluent in English. If for some reason a partner cannot find a trainer with good enough English, they will have to take care of interpretation.
4	lack of participation of victims in evaluating current service delivery	WP2	Partners share their experience that many - if not most - women in their services are happy to share their views. BMSZKI has participated in an annual national survey since 1999, in some years involving evaluation of services, in others, asking about traumatic experiences, and we have gathered more than 10 000 responses on a voluntary (and anonymous) basis each year. The questionnaire shall be distributed on a voluntary basis, explaining the goal - the improvement of services to fit their needs better. To lower the threshold, women will be offered to drop the anonymous questionnaire in a box instead of giving it back to case workers. If, however, this does not work, we shall involve outsiders to help with the research.
5	transforming organizations into trauma- and psychologically-informed environments as well as improving the capacity of homeless services to respond appropriately to DV is not fully achieved	WP3, WP4	Regarding the overall aim of, the half-day awareness events will be a key activity to achieve these objectives. Anyway, the partnership and esp. the coordinator are aware that turning a whole organization, especially big ones, into PIEs, can be difficult. Still, we strongly believe that, maybe even if we do not achieve a full transformation into a PIE, the project will initiate the necessary process and, beyond that, provide sufficient training and information to support the first key steps towards establishing a PIE.
6	not achieving the number of training participants	WP3	The partnership feels fully capable of delivering training to the indicated numbers: All partners are very well linked to the national homeless sectors: BMSZKI in its role as training providers for the homeless and general social service sector in Budapest/the Budapest region (trained 199 social workers, 61 working for other organizations), fioPSD as the main Italian homeless service network encompassing 100 associates in 15 regions, Safe Ireland and Depaul being recognized as leading DV expert organizations, which provide organizational counselling and training to the broader Irish and English social service sectors. Last but not least CVFE as one of 3

Risk number	Description of risk	WP Number	Proposed risk-mitigation measures
			<p>national training providers on DV. The partners will make full use of their excellent position in their respective national networks, engaging in extensive advertising and dissemination within and beyond their networks to successfully implement the national workshops as well as the national awareness and dissemination events and reach the intended numbers of attendees. This also applies to FEANTSA who is in charge of the European workshop and the presentation to EU-level stakeholders: FEANTSA can rely on its excellent reputation and connections to social sector (umbrella) organizations that work at European level: European Women's Lobby, WAVE network, EAPN and EPHA (of whose boards FEANTSA's director Freek Spinnewijn is member of), Social Platform etc.</p>

1.3.6. WT6 Summary of project effort in person-months

	WP1	WP2	WP3	WP4	Total Person/Months per Participant
1 - BMSZKI	30.44	0.38	1.20	9.27	41.29
2 - FEANTSA	3.49	0.27	0.11	6	9.87
3 - Depaul UK	6.11	0.38	3.44	1.09	11.02
4 - CVFE ASBL	3.49	0.27	1.20	1.04	6
5 - fio.PSD	3.49	0.27	1.09	1.04	5.89
6 - SAFE Ireland	0.87	1.09	1.75	1.09	4.80
Total Person/Months	47.89	2.66	8.79	19.53	78.87

1.3.7. WT7 Tentative schedule of project reviews

Review number ¹⁹	Tentative timing	Planned venue of review	Comments, if any
RV1	24		At the submission of the final report reviews might be envisaged.

1. Project number

The project number has been assigned by the Commission as the unique identifier for your project. It cannot be changed. The project number **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

2. Project acronym

Use the project acronym as given in the submitted proposal. It can generally not be changed. The same acronym **should appear on each page of the grant agreement preparation documents (part A and part B)** to prevent errors during its handling.

3. Project title

Use the title (preferably no longer than 200 characters) as indicated in the submitted proposal. Minor corrections are possible if agreed during the preparation of the grant agreement.

4. Starting date

Unless a specific (fixed) starting date is duly justified and agreed upon during the preparation of the Grant Agreement, the project will start on the first day of the month following the entry into force of the Grant Agreement (NB : entry into force = signature by the Commission). Please note that if a fixed starting date is used, you will be required to provide a written justification.

5. Duration

Insert the duration of the project in full months.

6. Call (part) identifier

The Call (part) identifier is the reference number given in the call or part of the call you were addressing, as indicated in the publication of the call in the Official Journal of the European Union. You have to use the identifier given by the Commission in the letter inviting to prepare the grant agreement.

7. Abstract

8. Project Entry Month

The month at which the participant joined the consortium, month 1 marking the start date of the project, and all other start dates being relative to this start date.

9. Work Package number

Work package number: WP1, WP2, WP3, ..., WPn

10. Lead beneficiary

This must be one of the beneficiaries in the grant (not a third party) - Number of the beneficiary leading the work in this work package

11. Person-months per work package

The total number of person-months allocated to each work package.

12. Start month

Relative start date for the work in the specific work packages, month 1 marking the start date of the project, and all other start dates being relative to this start date.

13. End month

Relative end date, month 1 marking the start date of the project, and all end dates being relative to this start date.

14. Deliverable number

Deliverable numbers: D1 - Dn

15. Type

Please indicate the type of the deliverable using one of the following codes:

- R Document, report
- DEM Demonstrator, pilot, prototype
- DEC Websites, patent filings, videos, etc.
- OTHER
- ETHICS Ethics requirement
- ORDP Open Research Data Pilot

16. Dissemination level

Please indicate the dissemination level using one of the following codes:

- PU Public
- CO Confidential, only for members of the consortium (including the Commission Services)
- EU-RES Classified Information: RESTREINT UE (Commission Decision 2005/444/EC)
- EU-CON Classified Information: CONFIDENTIEL UE (Commission Decision 2005/444/EC)
- EU-SEC Classified Information: SECRET UE (Commission Decision 2005/444/EC)

17. Delivery date for Deliverable

Month in which the deliverables will be available, month 1 marking the start date of the project, and all delivery dates being relative to this start date.

18. Milestone number

Milestone number: MS1, MS2, ..., MSn

19. Review number

Review number: RV1, RV2, ..., RVn

20. Installation Number

Number progressively the installations of a same infrastructure. An installation is a part of an infrastructure that could be used independently from the rest.

21. Installation country

Code of the country where the installation is located or IO if the access provider (the beneficiary or linked third party) is an international organization, an ERIC or a similar legal entity.

22. Type of access

- VA if virtual access,
- TA-uc if trans-national access with access costs declared on the basis of unit cost,
- TA-ac if trans-national access with access costs declared as actual costs, and
- TA-cb if trans-national access with access costs declared as a combination of actual costs and costs on the basis of unit cost.

23. Access costs

Cost of the access provided under the project. For virtual access fill only the second column. For trans-national access fill one of the two columns or both according to the way access costs are declared. Trans-national access costs on the basis of unit cost will result from the unit cost by the quantity of access to be provided.

Part B

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Please state whether you have made any changes in the data entered in on-line forms in the participant portal (which will become part A of the Description of the Action) when compared to part B of the original proposal (Description of workpackages and activities). 33

Please state whether you have made any changes in part B of the Description of the Action when compared to part B of the original proposal (General Description of the project and applicant organisation). 33

1. Definition of the problem, needs assessment and objectives of the project

What are the problems and/or the current situation? Which are the needs that the project aims to address?

In relation to these problems and needs, what are the major objectives that the project should attain? Who are the target group(s) of your activities and why were they chosen?

Note:

You are expected to provide here a needs assessment for your proposed activities. Such needs assessment should include relevant and reliable data and should contain a robust analysis clearly demonstrating the need for the action. The applicant can refer to existing research, studies, previous projects which had already identified the need. The needs assessment must make it clear to what extent the action will meet the need and this shall be quantified. You are requested to be specific and focus on the actual needs that your project will aim to address and not limit the analysis to general statements and information about the problems and needs of the target group in general.

This proposal refers to women with experience of gender-based violence (GBV) as "victims". The authors are well aware that different notions exist (such as "survivors of GBV", "women with experience of GBV") but decided to stick to the term "victims" as it is used in the call for proposals. We decided against the usage of multiple notions to keep the proposal as concise as possible.

Needs that project aims to address

The PIE4shelters project will enable homeless and GBV services to respond effectively and appropriately to the complex needs of homeless women victims of GBV.

The project contributes to closing the gap between the complex needs of homeless victims of GBV and the response of service providers to these needs which is often insufficient as it fails to deal with the traumatization, psychological and physical harm experienced by the majority of homeless women. The project will improve protection and support to homeless women victims of GBV as a particularly vulnerable group which often lacks appropriate support. PIE4shelters will support services to become psychologically- and trauma-informed environments (PIEs) through extensive staff training.

Problem and current situation

The links between trauma and gender based violence

Research has found that domestic violence (DV) relates directly to post traumatic stress disorder, complex trauma, depression and suicidal ideation (Carolson, McNutt, Choi, & Rose, 2002; Croker et al., 2002; Sullivan et al, in press). The traumatic impact of DV on the totality of a person can result in a range of lifelong debilitating symptoms, with women who are chronically exposed to traumatic events describing losing a sense of themselves entirely (Herman, 1992). Experiences of violence can lead to a disturbed regulation of impulses, attention, social interaction and engagement as well as a loss of the meaning of life (Luxenburg, 2001, Saint Arnault, 2014; Bath, 2008). Brown & Bzostek (2003) found that children exposed to DV are, among other issues, more likely to exhibit aggressive and antisocial behaviour.

Why a PIE is important to improve responses to GBV victims

While specialist GBV frontline organisations already provide services in a women-centered and empowering manner, building frontline service capacity in terms of psychological and trauma informed-service delivery ensures a survivor will receive a higher individuate standard of care delivered through a trauma lens. PIE services are established on the basis that *"any person seeking support may be traumatised; and that the system of care needs to recognise, understand, and counter the sequelae of trauma to facilitate recovery"* (Sullivan et al, in press).

PIE/TI staff are trained to help survivors understand their experiences and emotions, to realise the impact the abuse has had on their lives, health and behaviour, to recognise events that may 'trigger' the same physiological/emotional response as the original traumatic event/s and to consider their personal safety concerns. They are trained to provide individualized supports to empower survivors, help them to heal and restore both a sense of control and equilibrium in their lives. This approach and understanding has shown to decrease depression in domestic violence survivors following their stay in refuge, while increasing their safety-related empowerment and self-efficacy (Sullivan et al, in press).

Links between GBV and Homelessness

Current research evidences the strong relationship between GBV and women's homelessness. GBV, be it physical, psychological and sexual, is both a major cause and a result of women's homelessness. According to Moss/Singh, 31% of interviewed homeless women in 4 countries (ES, HU, SE, UK) cite domestic violence as the primary cause of their homelessness (Moss/Singh, *Women Rough Sleepers*, 2015). FEANTSA's preliminary analysis indicates GBV even as the single most cause of female homelessness (The Links between Violence against Women and Homelessness, FEANTSA background paper 2016).

The following will shortly outline the existing evidence on the relationship between GBV and women's homelessness in the partner countries:

As for Ireland, Mayock and Sheridan's study on homeless women state that 72% of women had experienced violence and/or abuse during childhood and two-thirds had experienced intimate partner violence in adulthood, making GBV a strong feature of homeless women's biographical accounts (Mayock/Sheridan, *Women's 'Journeys' to Homelessness: Key Findings from a Biographical Study of Homeless Women in Ireland*, 2012). In another Irish study, 92% of homeless women reported to have suffered from some form of violence or abuse in the lead up to or after becoming homeless (Mayock, Parker and Sheridan, *Women, Homelessness and Service Provision*, 2015).

According to the Hungarian national homeless survey from 2017, 10% of the interviewed homeless women said they had been beaten up and 5% were raped during homelessness. 28% of respondents said to be homeless because of emotional, physical, mental or sexual abuse.

In the UK, 31% of women had experienced violence during their situation of homelessness (Homelessness and Violence Against Women, FEANTSA Policy Statement 2016).

In Italy, 6,239 homeless women were counted as homeless in 2014 (making up 14% of all homeless people). 30% - 40% of homeless women said to have experienced violence before and 60- 70% during their situation of homelessness (ISTAT 2014).

In Belgium, the AMA - Federation of Shelters and Homeless Services in Brussels/Wallonia - counted 994 women as "victims of domestic violence" which matches up to 49% of women housed in different services in 2010.

The complex needs of homeless women are often rooted in their frequent exposure to violence which often persists over long periods and starts as early as childhood. Violence and resulting trauma can erode women's resilience and their ability to cope with difficult life situations, making them more vulnerable to homelessness. Women who find themselves in a situation of homelessness are at high-risk of experiencing further GBV (FEANTSA background paper 2016). Looking at some statistics, for example in the UK, women only make up for 26% of people who accessed homelessness services (data from 2013). However, the true share of women amongst the overall homeless population is likely to be higher than this as many more women live in "hidden homeless" which means outside mainstream support services. "Hidden homelessness", such as staying in insecure accommodation, increases the risk of experiencing further violence and thus perpetuates the cycle of violence and traumatization (cf. also Mayock/Sheridan, *Women's 'Journeys' to Homelessness*, 2012). The [ETHOS](#) typology on homelessness, developed by FEANTSA, recognizes insecure accommodation as a type of homelessness. What adds to the lack of support (and services) for homeless victims of GBV, is the general lack of specialist provision (i.e.

women's refuges/shelters) in most countries (only 5 Member States have at least one place per 10,000 women in women's shelters, which is the level of service recommended by the Council of Europe). As a consequence, many victims of GBV are present in mainstream homeless shelters which are less well equipped to deal with their needs (*EIGE: Review of the Implementation of the Beijing Platform for Action in the EU Member States: Violence against women 2012*).

In the current situation, and despite growing understanding of the significant overlap between homelessness and GBV, many services are unable to respond adequately to the needs of women with both experience of violence and experience of homelessness. Women's refuges focus on experience of GBV and are thus more likely to be responding to psychological and trauma-related needs, however, the development of PIE/TI practice has not been explicit, with no clear state of art standards developed in relation to ensuring a trauma sensitive setting. In these settings, there is scope for improving practice and embedding innovative practice like PIE. Furthermore, there is a need in some women's refuges to strengthen awareness and understanding of how homelessness (de facto or the risk of) adds to women's already vulnerable situations. Homeless services, in contrast, often struggle to meet the specific psychological and trauma-related needs of victims of GBV. They are primarily focused on homelessness although they are facing high volumes of victims of GBV.

PIE4shelters does not only aim to improve the service response to homeless women victims of GBV but also to reach out to women in a situation of hidden homelessness by bringing together GBV and homelessness services, addressing the fact that women can fall between the gaps. The project will thus aim at involving services beyond accommodation, such as day centers, outreach work, advice services and the general GBV sector.

As for the countries involved in PIE4shelters, partners reach out to approx. 15 000 women every year. A first mapping among the partners revealed the following training needs:

- Enable all staff to recognize victims "once they walk into our service"
- Enable all staff to initiate a first conversation with a victim
- How to support women who live in an abusive relationship with another homeless person or, after separation, cannot avoid crossing the ex-partner in services
- How to tackle abuse taking place inside services
- How to provide a psychologically-and trauma-informed service environment and appropriate interventions

The project will be able to deliver on these needs by extensive staff training on PIE.

The effects of trauma and women's homelessness

In most cases, homeless women have experienced different forms of violence and abuse before becoming homeless. Many of these experiences can be characterized as traumatic, being not merely stressful but are experienced as life threatening: trauma compromises ordinary adaption by rendering the individual helpless and powerless (Moss/Singh, Women Rough Sleepers Who Suffer Violence). The very state of homelessness can be traumatic, adding another layer of vulnerability and risk for continued exposure for different forms of violence. The lack of psychologically-informed care exacerbates the vulnerability of homeless women.

After entering a homelessness setting, a sustained condition of emotional and physical vulnerability can disrupt or sabotage attempts at independence. Homelessness services may provide women with supportive services but often do not have the resources to deal directly with trauma. In fact, some shelter conditions may unwittingly create environments that can in themselves be traumatic experiences. It is very important for homelessness services to recognize that they may serve trauma survivors and be equipped to address their specific needs. Trauma-informed service delivery is conscious of the effects that trauma can have on the targeted population and is committed to provide services in a trauma-sensitive

way (Moss/Singh 2015). Traumatized women who are homeless have a unique set of needs which require tailored services.

Shelters and refuges play a crucial role in tackling GBV and homelessness as first contact points for (homeless) women victims of GBV. A study conducted by SAFE Ireland, a project partner and expert organization, shows that 38% of women would have had no other option if the refuge had not been available and almost 17% said they would have stayed in the abusive situation (Safe Ireland, A-Framework-Domestic-Violence-Service-Provision-Women-Children, 2015).

Women who contact homeless services often find that these are not able to meet their needs, unable to respond to their complex vulnerabilities and trauma. Non-response bears the risk of re-victimizing (or even re-traumatizing) women and thus delaying recovery or, in the worst case, making women even turn away from services, depriving them of the opportunity to recover and/or to access justice. Besides avoiding re-victimization and re-traumatization, trauma-informed practices aim at avoiding any further harm.

Furthermore, homeless services are generally designed according to the needs of men, who represent the majority of users, being per se badly equipped and set-up to respond to the needs of homeless women, and even more so for homeless women victims of GBV. Homeless Link, a UK-based NGO, states that only 12 % of services are targeted at women (Moss/Singh 2015).

Psychologically and trauma informed environments (PIE) as solution

In the shelter and homeless service context, there is a growing recognition to better meet the specific needs of homeless women victims of GBV. Psychologically- and trauma-informed approaches have emerged as highly promising practices. PIE is an environment “that takes into account the psychological makeup – the thinking, emotions, personalities and past experience - of its participants in the way that it operates.” (Keats et al., Psychologically Informed Services for Homeless People- Good practice guide, 2012). PIE is an approach to support people out of homelessness, in particular those who have experienced complex trauma (what refers to prolonged and/or repeated trauma).

PIE can be considered a further development of trauma-informed practices which were mainly developed in the US (whereas PIE was mainly developed in Europe, particularly in the UK). There has been progress particularly in the UK and Ireland to develop trauma informed practices in various settings- PIE in UK for homeless settings and TIP in Ireland for GBV shelters (less developed).

Main project objectives

The main objective of PIE4shelters is to bring together homeless and GBV service providers in order to strengthen their capacity to implement psychologically- and trauma-informed practices. The project will achieve this by identifying training needs and service provision gaps among partner organizations. The partners’ already existing knowledge will be the starting point to develop a common European training framework as well as a Guide which will contain practical recommendations on PIE and target service providers. Training framework and Guide will be put into practice in the different partner contexts through extensive national training activities and awareness raising.

The project partners have different levels of expertise and experience. Some of the partners are relatively expert in psychologically- and trauma-informed approaches (DePaul and Safe Ireland). Other partners (BMSZKI, CVFE, fio.PSD) have recognized the need to develop these approaches much further in their contexts. They have a wealth of expertise on the challenges faced by homeless services. The developed practical tools will improve service responses and thus directly benefit partner organizations but will also reach out to European homeless services through FEANTSA.

2. Relevance and justification

How does your project address the call priority under which you are applying? What is the project's contribution in this area?

What are the innovative aspects of the project?

Addressing the call priority

PIE4shelter addresses the action grant to promote the support of victims of gender-based violence (GBV) as it contributes to improve the capacity of homeless and domestic violence services to respond effectively to the needs of homeless women victims of GBV, a particularly vulnerable and unrecognized group among victims of GBV.

The project's contribution

The project will contribute to the call's overall objective, the promotion of the support of victims of GBV, by improving the capacity of homeless and domestic violence services to effectively respond to the complex needs of homeless women victims of GBV.

The cornerstones of the project are to

- engage the 6 partner organizations in the development of a PIE training framework guided by the expert partners Depaul and Safe Ireland (PIE- Psychologically and Trauma Informed Environments);
- deliver extensive capacity- and knowledge-building in partner organizations through staff training (involving frontline & management staff) and train-the-trainers, reaching out to wider national audience and ensuring the project's impact beyond its duration;
- enable frontline staff to recognize cases of GBV and respond effectively- in a psychologically- and trauma-informed way;
- engage all staff members of the partner organizations in a transformation process towards a PIE.

These extensive training activities will be complemented by a series of awareness raising events, including meetings with local and European policy makers and an open European workshop on PIE. The events

- will contribute to raise the awareness on the strong relationship between women's homelessness and GBV among the wider national audience in the 5 partner countries and at European level;
- target the national homeless and domestic violence service sector in the 5 partner countries;
- will reach out to local policy makers and
- to other relevant professional groups such as social and outreach workers, women's counsellors, psychological counsellors, medical practitioners, and police officers.

The open trainings at country-level and national awareness raising events will bring together people working on the GBV issue, in particular services in support of homeless women victims of GBV. PIE4shelters will thus contribute to a better integration of a wide range of services – and professionals – that support homeless women victims of GBV.

PIE4shelters is **innovative** in two ways: First, it explicitly addresses the specific support needs of women with both experience of homelessness and GBV. Second, the project will introduce psychologically- and trauma-informed practices, enabling homeless and domestic violence services to meet the needs of this target group in an evidence-based way, according to state-of-the-art research and practice.

As outlined in part 1.2 *Problem definition*, providing homeless women victims of GBV with adequate support is a challenge for many homeless and domestic violence services. It requires specific capacity building as well as informed service set-up and delivery. By delivering comprehensive training and supporting services to become PIEs, the project will make a real difference for homeless women victims of GBV.

The project will enable partner organizations and other national organizations engaged in the project to recognize cases of GBV, being skilled to avoid inappropriate disclosure which re-victimizes women victims of GBV and make appropriate referrals. The expert partners Depaul and Safe Ireland, that have extensive expertise with dealing with GBV, will be able to deepen their knowledge and understanding of homelessness as part of the trajectory of their service users (women victims of GBV).

PIE4shelters will thus consolidate knowledge into practice, bringing change about how to deal with trauma and DV violence amongst homeless women.

The project will build on existing service provision in the 5 partner countries: day and night shelters (for women, couples, women and men), women-only emergency accommodations as well as domestic violence services. All partners provide psychological counselling (with the exception of FEANTSA that, as a European network organization, does not directly work with service users).

Existing staff training in partner countries

In the UK, the only existing training course specifically for homeless victims of GBV is the delivered freelance by the Depaul consultant Esther Sample (part of project team). However, the training is not based on a PIE perspective.

The situation is similar in Ireland where no specific PIE-/trauma-informed training is delivered, nor exists any training related to GBV and (women's) homelessness. However, Safe Ireland and a considerable number of its members, frontline DV specialist services, and some state agencies provide training on DV-related topics. This also applies to Hungary where some general training on GBV is available but none specifically targets women who also experience(d) homelessness nor is there any PIE- or trauma-informed training. However, BMSZKI, with the support of an expert on GBV services, currently offers a training for service staff who mainly works with victims of GBV.

In Italy, at national level, there are not training possibilities for staff who works with victims of GBV, neither related to the work with homeless GBV victims.

Existing support for homeless women victims of GBV in partner countries

In the UK and Hungary, there are is very limited number of women's homeless hostels that offer tailored support to victims of GBV and very few safe houses for these women to turn to. In the UK, very few women's refuges are accessible for homeless women with more complex needs, such as mental health issues, and most service commissioners do not understand the specific needs of homeless women who have experienced GBV.

The situation is better in Ireland where 40 specialist domestic violence services support circa 12,500 women and children annually. About half of these organisations provide specialist shelter/refuge for women who are homeless because of domestic violence.

In Italy, there is no specific support for homeless victims of GBV. However, homelessness services are aware of the high prevalence of GBV experience among homeless women, also because of the high number of homeless women victims of GBV that use shelters and other homeless services.

Learnings from previous EU-funded projects that partners will incorporate in the PIE4shelters project

The project will build up synergies to other EU projects: First of all, the "Safe at Home" project in which FEANTSA is currently taking part and which aims at a stronger involvement of housing providers in tackling domestic violence (Daphne program, start Jan 2017). PIE4shelters will gain from FEANTSA's knowledge which has been built up during the "Safe at

Home” project, even more as the project officers in charge are the same for both projects- Ruth Kasper with the support of the expert Dalma Fabian who will contribute substantial expertise. Mrs. Fabian has been working with FEANTSA since many years, focusing on women’s homelessness and health, including mental health issues, PIE and TIC. She was also invited to speak at the final conference of the previous “Women Rough Sleepers” project (Daphne III, coordinated by the University of Wolverhampton) in which FEANTSA was associate partner. The foreseen European workshop at the annual FEANTSA conference, which attracts more than 300 participants each year, will be another opportunity to reach out to and share expertise with relevant DV organizations from the whole of Europe.

Furthermore, the project partner Safe Ireland will host a work visit of the “Safe at Home” partnership in October 2017 which will help to already deepen relationships to this expert organization. PIE4shelters will make use of its contacts with the other “Safe at Home” partners, all expert organizations on domestic violence, to get valuable comments and feedback on deliverables.

SAFE Ireland has successfully participated in 4 EU funded projects since 2004 which have focused on DV service provision evaluation, the development of toolkits for justice professionals and the assessment of specific needs in relation to DV protection orders. According to Safe Ireland, there have not been any EU or nationally funded projects based on PIE/TIP and the intersection with GBV and homelessness in Ireland so far. Safe Ireland, as one of the 2 expert partners, will contribute substantial expertise, particularly during the implementation of work package 2 “Assessment of services”, also by involving the academic expert Dr Chris Sullivan.

With a previous organisation, 2 Depaul experts led on the “Rebuilding Shattered Lives” project which provided survivors of VAW with specialized support. Depaul was partner in the above mentioned Daphne project on women rough sleepers with experience of DV (led by Wolverhampton University) as well as in a 3-year exchange programme “Homelike: together against violence” (coordinator Jako Doma).

The Belgian partner CVFE has been taking part in European projects since 2000, most of them ESF-funded. At the moment (2014-2020) CVFE participates in the “Garde d’enfants” project which supports children with special needs who have experienced domestic violence and will hence be able to bring in a more child-focussed perspective. CVFE is also one of 3 national organizations in charge of training professionals on domestic violence as part of the Brussels and Wallonia provinces integrated plan against GBV.

The Italian partner fioPSD, given the fact that, at least to their knowledge, there have not been any specific projects for homeless women victims of GBV so far in Italy, is more than motivated to participate, to build up knowledge and inform its services accordingly. However, fioPSD, as a big national umbrella organization, has so far been partner in various EU-financed projects around the issue of GBV, though none focussed on homeless victims of GBV (Daphne, Erasmus+, Grundtvig).

3. Expected results

What are the expected results of the project? Who will benefit from these results and how?

How will the target groups of the project benefit concretely from the project results and what shall change for them?

How will these results contribute to achieving the objectives of the call priority under which you are applying?

Note:

Results are immediate changes that arise for the target groups after the completion of the project (e.g. improved knowledge, increased awareness). Results must be distinguished from deliverables, which are produced with the resources allocated to the project, e.g. training courses, conferences, leaflets.

As a result of the PIE4shelters project, partner organizations will be better equipped to meet the needs of homeless victims of gender-based violence. Some of these are women-only shelters, some especially targeting victims of abuse, while others receive both homeless men and women, in certain cases couples as well, where the victim and the perpetrator of the

abuse might both be users of the same service. The transformation of the shelters to meet the needs of homeless victims of gender-based violence includes skills of recognizing that someone is a victim, of setting up contact with a person, assessing their needs, strengths and abilities and developing a plan of care based on these. However, it is more than just training staff to address the needs of the homeless victims of gender-based violence, the project wants to serve the target group better through improving the set of tools available to the staff of shelters.

The project aims to enhance the empowerment of homeless victims of gender-based violence. Through the exchange of knowledge and experience as well as through training activities partners want to help homeless victims of gender-based violence break out of the cycle of abuse, progress their traumatic experiences in a way that also helps them break away from homelessness itself and rebuild their lives in the community. Concrete results: stronger and specific support for homeless victims of gender-based violence.

The project wants to achieve the improved quality of protection and support to homeless victims of gender-based violence as well as an increased awareness of the needs of homeless victims of gender-based violence and how to meet them amongst service providers and policy makers. Through the publications, the internal and external training events, and through various platforms of dissemination (national and European events, website, etc) we wish to reach the wider community: providers of services for homeless people, providers of services for women as well as policy makers affecting how these services are to operate. Concrete results: better services overall, stronger policies and networks.

To sustain the project's **sustainability** and long-term impact, partners will aim for formal declarations of commitment signed by an (ideally) national or at least local authority in the field of social policy and/or training/education. The coordinator BMSZKI will be in contact with the national social professions training institute regarding the possibility of integrating project-specific content in their training programs/curricula. BMSZKI already offers a range of training courses for social workers at shelters (on benefits, non-violent communication techniques, working with addiction, cooperation between the social sector and health professionals). In 2016, 199 social workers participated in these, 61 of them working for other organizations.

4. European added value

What is the project's added value at European level?

How will you ensure that the project methodology and/or deliverables and/or results will be transferable at European level?

Note: *European added value of actions, including that of small-scale and national actions, shall be assessed in the light of criteria such as their contribution to the consistent and coherent implementation of Union law, and to wide public awareness about the rights deriving from it, their potential to develop mutual trust among Member States and to improve cross-border cooperation, their transnational impact, their contribution to the elaboration and dissemination of best practices or their potential to contribute to the creation of minimum standards, practical tools and solutions that address cross-border or Union-wide challenges.*

- The "Gap Analysis Report" will provide a European comparative analysis of how much the needs of homeless victims of GBV are met in 5 MS.

The project will

- deliver a European training framework and Guide, which will be of use to homelessness and GBV services throughout the EU. These tools will support the transfer of state of the art knowledge and contribute to best practice.
- bring together partners from Western (UK, IE, BE), Central (HU), and Southern (IT) MS.

- inform the European homeless and GBV sectors about PIE as an evidence-based, effective way to improve responses to the needs of homeless victims of GBV.
- FEANTSA identified homelessness amongst victims of GBV as a common priority for its membership across the EU and will ensure transfer and uptake of the issue (also in its advocacy work).

The project's **transferability** will be assured through its main outputs which will be flexible and fully transferable. Psychologically- and trauma-Informed approaches have an immediate positive impact on service delivery by improving interactions between staff and service users. Insofar, such approaches improve services even if the national or local service setup is not psychologically- or trauma-informed, though this is of course highly desirable.

The main deliverables of the project, the PIE4shelters Guide and training framework, are practical tools that respond to the concrete challenges faced by local services and are fully adaptable to the local context. Service providers will be able to fully retrace the methodology of the project and, even more important, of the deliverables and will hence be able to inform their work accordingly. Both the PIE4shelters Guide and training framework will be translated into 4 languages and will be available on the project website which will contribute greatly to the deliverables' accessibility and take-up. The project website will be disseminated through extremely well-connected partner organizations: The coordinator BMSZKI, the expert organizations Safe Ireland and Depaul and 2 big network organizations- fio.PSD and FEANTSA. Last but not least, the open workshop at the FEANTSA conference as well as the national multiplier events in all project countries are easy-entry points for any interested organization to learn about PIE and the project.

In terms of **implementation of Union law**

- *Directive of the EP 2012/29/EU and of the Council of 25 Oct 2012:* PIE4shelters will enable relevant services to provide specialized support for victims and contribute to minimum standards on support of victims;
- *Directive 2011/99/EU on the improvement of practical support measures for the protection of victims:* PIE4shelters will support services to become PIEs, able to meet the needs of homeless victims of GBV.

PIE4shelters will contribute to the commitment of the Council, the EC and EP to combat GBV as expressed in the Malta Joint Statement (2017) calling on MS to ratify the Istanbul Convention. The strong link between female homelessness, GBV and women's poverty was also acknowledged by Commissioner Jourova as well by the Council (Conclusion 14701/16). By focusing on homelessness, the project will help to deliver on the EU's commitment to tackle poverty and social exclusion (Europe 2020 Strategy).

5. Methodology

Outline the approach and methodology. Explain why this is the best approach to attain the objectives and the proposed results.

Explain the structure and complementarity of the work packages.

FEANTSA is working in an ongoing close relationship with its members. The issue of GBV as a main factor of women's homeless has emerged as a significant priority for several member organizations. Once FEANTSA had learned about the REC call, it reached out to its membership to give all interested organizations the possibility to join in the proposal development. Depaul and Safe Ireland were chosen as expert organizations whose work and expertise FEANTSA knows since several years and thus can be confident about the added value to the project and the other partners through their involvement.

PIE4shelters has a modular and progressive methodology. The two central **work packages 2** “Assessment of services” and 3 “Staff training and training development” will be very strongly linked, and **work package 3** will built on **work package 2**.

Work package 1 - Management and Coordination of the Project (leader BMSZKI)

4 Partnership meetings will take place throughout the project, in each 12 people (2 from 6 partners) participate. Apart from discussions of activities and outputs, each meeting will include a session on output delivery (in time and if not- why and how to avoid delays in the future). The coordinator will check with individual partners on their contributions and will provide an open space of exchange to e.g. raise any issues, concerns, ideas for adaptations. Risk assessment and management will be part of all progress and skype meetings.

- Kick-off meeting in first month, will result in document “Agreed work plan”: Detailed description of all activities and what partner contributes how and when, check if any problems in terms of project progress / delivery and adapt planning accordingly.
- 3 more meetings will take place in Q2, Q5 and Q8 (description see **work package 1**).
- At least 1 skype meeting will take place between the progress meetings (3 in total) and, if needed, on demand.

Responsibilities of the coordinator- BMSZKI

- For each partnership meeting: coordinator documents agendas, minutes and attendance sheets;
- Gathers monthly timesheets and quarterly narrative reports from all partners and delivers mid-term and final evaluations;
- Organizes regular progress sessions through skype: At least ongoing on monthly basis and on demand (project coordinator, main contact person from each partner and, where needed, other involved staff members):
 - Ensure in-time implementation of all planned activities (incl. risk assessment and management);
 - Track progress of activities and outputs (on time and if not, why), forthcoming deadlines (if any delays are foreseeable- what can be done to avoid / minimize them) - coordinator gets in touch with individual partners when needed.
- Communicate results and progress to stakeholders (FEANTSA supports at European level)

Responsibilities of all partners

- Provide monthly timesheets and quarterly narrative reports
- Attend partnership meetings, expertise sharing workshop, European train-the-trainers, skype meetings
- Execute their part of activities (*described in the following*)

Work package 2 – Assessment of service provision gaps and training needs (Safe Ireland)

Assessing the current situation in terms of service response to the needs of homeless victims of GBV: The assessment will assess service users’ (women’s) experiences with current services and consult service staff. The identified service provision gaps will be the starting point for the development of the European training framework in **work package 3**. The assessment will also contribute to identify existing best practices to be included in the framework and Guide.

For the assessment, all partners (except FEANTSA)

- interview frontline /management staff and service users in own organization, **accompanied by a risk assessment of violent partners with each service user**;
- organize focus groups with other local service providers;

- document evidence from interviews and focus groups (short-summaries).

Safe Ireland (work package leader)

- adapts existing measurement tool for assessment and provides questionnaires for service users and staff interviews and a guideline for the focus groups;
- provides a structure for documenting evidence;
- drafts the “Gap Analysis Report” based on 5 country-specific short-summaries and short synthesis from a European perspective.

Work package 3 - Staff training and development of training framework (DePaul)

The main objectives of work package 3 are to develop a European training framework based on psychologically- and trauma-informed approaches and to train partner organizations and other local services on the framework. The training will enable organizations to better respond to the needs of homeless women victims of GBV by providing staff with training which corresponds to the training needs identified in **work package 2**.

The planned activities will build upon each other:

1. Expertise sharing workshop, hosted by expert Peter Cockersell (Depaul): All partners share their current knowledge on psychologically- and trauma-informed approaches used in the work with homeless victims of violence. Depaul and Safe Ireland will bring in expertise from the homeless respective GBV sectors as expert partners. Bridging the GBV and homeless service sectors is ensured through the participation of BMSZKI and fio.PSD which (mainly) provide homeless services, whereas CVFE covers the GBV sector. Final workshop result: Depaul collected relevant knowledge to build into the training framework, bridging homeless and GBV service sectors.
2. The expert partners Depaul and Safe Ireland develop the European training framework on PIE (Depaul mainly responsible, mostly covers homeless service perspective, Safe Ireland the GBV perspective). The framework will outline relevant trainings for supporting organizations and staff to become psychologically- (and trauma-) informed environments- PIEs: A training structure for train-the-trainers and staff training, training materials (including links to national and European resources) and “hands-on” training advices.
3. Each partner sends 2 trainers to the 2-days European train-the-trainer seminar: Involved staff will have previous training expertise to benefit as much as possible from the intense training. Training is delivered by the expert trainer Peter Cockersell with support of a GBV expert from Safe Ireland.
4. To reach out to as many local services as possible, each partner delivers a local train-the-trainer workshop, based on the training framework and delivered by the European train-the-trainer participants. They will capacitate local trainers who work in partner organizations and other national organizations (at least 1 more organization, which is not involved in the project, participates). At least 55 trainers in at least 10 organizations and 5 countries will be capacitated to train staff on the developed training framework.
5. Each partner (except FEANTSA) delivers 2 local staff trainings: 1 for frontline and 1 for management staff. The Hungarian, Irish, English and Italian partners will be able to realize a great reach at national level, as big and/or network organizations with activities and services in different cities/places (fio.PSD will engage 3 of its members from 3 different locations in Italy and CVFE will reach out to its partner organizations in 2 other Belgian cities).
6. All partners (except FEANTSA) deliver internal training events with participants from their own and other local organizations. The event will enable organizations to create an overall-organizational, psychologically-informed

response and will transform them into PIEs. PI-approaches emphasize that PIE is even more effective when the whole organization is involved.

7. Throughout the national training implementation, Peter Cockersell (and, to a lesser extent, Safe Ireland) will provide partners with technical support.

8. All partners collect feedback on the effectiveness of the delivered local trainings (train-the-trainers and staff trainings) from participants during 5 half-day follow-up valorization sessions (Depaul will provide a guideline) a few months after the training. The focus lies on the improvement of service delivery and service make-up (to homeless victims of GBV) at organizational level.

9. All partners conduct 3 interviews with local participants to get feedback on effectiveness of trainings during 15 follow-up valorization interviews (Depaul provides questionnaire). The focus lies on the staff level and how helpful trainings were to improve staff's ability to respond effectively to the needs of homeless victims of GBV. All partners document feedback from valorization interviews and sessions in a short summary.

10. DePaul, with support of Safe Ireland, drafts the final training framework, feeding in the feedback from the country-wise valorization summaries.

Work package 4 - Awareness raising and dissemination (FEANTSA)

The overall aim of **work package 4** is to create a better understanding of the strong relation between GBV and women's homelessness and to urge services, policy makers and other stakeholders from the homeless and shelter sectors (at local and European level) to bring about a change to enhance the support to homeless women victims of GBV. Furthermore, **work package 4** will mainstream the issue of women's homelessness and its relatedness to GBV.

A key tool to disseminate the project and its main outcomes will be the PIE4shelters website which all partners will link to on their organization's websites. FEANTSA will be in charge of the set-up and management of the website which will contain the

- European Training Framework and PIE4shelters Guide in all partner languages (EN, HU, IT, FR),
- Gap Analysis Report and country-specific short reports (WP 2);
- Country-specific valorization summaries for all partner countries (WP 3);
- Documentation of project methodology and project progress;
- Planned activities in partner countries and at European level;
- Links to all involved partner organizations.

Based on their experiences from the valorization interviews and sessions, all partners will draft country-specific recommendations for service providers. These recommendations will help service providers to make services psychologically- and trauma-informed and to transform their organization into a PIE. FEANTSA will be in charge of drafting the synthesis recommendations for service providers. Country-specific recommendations, European-level synthesis recommendations and the training framework will form the PIE4shelters Guide.

Furthermore, **work package 4** will involve the following awareness raising / dissemination activities:

At local / regional / national level – all partners (except FEANTSA)

- 1-day national awareness & dissemination events: partners organize an event to mainstream PI-approaches and disseminate project and outcomes (esp. Training Framework & Guide);
- ongoing dissemination at national level via social media and communication channels;

- organization of at least 1 meeting with national policy makers;
- draft an article related to the project to be published in sector-related media/journals etc.

At European level - FEANTSA

- Organize & host the European workshop on PIE for homeless services: FEANTSA disseminates the Training Framework and Guide among its 130+ member organizations at its annual conference (300+ attendees);
- ongoing project dissemination at European level via social media and FEANTSA communication channels, reaching at least 12 000 contacts throughout Europe;
- FEANTSA presents the project to at least 15 European policy makers and stakeholders, including to the WHEN - Women's Homelessness in Europe Network.

6. Timeline by work package

Provide in a structured manner the timing of the activities per Work package by using, for instance, a Gantt chart.

The following GANTT chart lists all project activities by work package and quarter and includes milestones.

	Year 1				Year 2			
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
WP1 – Management and coordination activities								
4 Partnership meetings								
Monthly working time + narrative reporting								
Mid-term / final evaluation								
Progress sessions (skype)- ongoing / on demand								
Milestones								
Agreed responsibilities and work plan								
WP2 – Assessing homeless women survivors/victims of violence								
Develop measurement tool and questionnaires for assessment								
Interviews with frontline and managerial staff + service users in partner organizations								
Focus groups with other local service providers								
Drafting state-of-art short reports								
Milestones								
"Gap Analysis Report" (4 country short reports + short synthesis)								
WP3 – Staff training and development of training framework								
Expertise sharing workshop (at 2nd partnership meeting)								
Develop training framework (for train-the-trainers and staff training)								
European train-the-trainers (2 days)								
Local train-the-trainer workshops in all partner countries								
2 Local staff trainings in partner + other national organizations								
1-day internal training events on PIE in all partner organizations								
4 Follow-up half-day valorization sessions (+ documentation)								
15 Follow-up valorization interviews (+ documentation)								
Drafting final training framework (with feedback from valorization sessions)								
Milestones								

Completed European training framework		
Launch training framework on project website		
WP4- Awareness raising and dissemination		
Creation project website		
Drafting country-specific recommendations for service providers		
Drafting European synthesis recommendations for service providers		
Compiling Guide (training framework + recommendations)		
Translation training framework into partner languages		
Translation Guide into partner languages		
Online version Guide		
National 1-day awareness raising events		
Workshop on PIE (annual FEANTSA conference)		
Meeting with policy makers at country level		
Article in national press (all partners)		
Ongoing project dissemination at European level		
Ongoing project dissemination at national level		
Meetings with policy makers at European level		
Milestones		
Launch project website		
Launch PIE4shelters Guide (print and online version)		
Reaching out to min. 50 people per country (national awareness raising event)		
Reaching out to 35 policy makers (national and European level)		

7. The partnership and the core project team

Describe the partnership of organisations implementing the project (applicant, partners). Explain how the partners were selected, and why is this partnership the best to attain the objectives of the project. Describe the value of the partnership, its strengths/weaknesses, the organisational arrangements within the partnership and how you will ensure coordination within the partnership.

Introduce the persons of the core project team and list the CVs (to be attached to the application) of the key people working in the project (project manager, financial manager and the key experts).

Partners with complementary characteristics were chosen to ensure an optimal delivery of the project: the development of a European training framework on PI-approaches for GBV and homeless services and its implementation through training:

- Contributions of national partners in BE, IT, HU:
 - Expertise on work with women and experienced in training
 - Assessment of local services and training implementation

- Multipliers for national homeless and GBV sectors
- Expert partners:
 - Key expertise on GBV in the homelessness context (Depaul) and in the intimate relationships context (Safe Ireland)
 - Highly experienced in training
- EU partner- FEANTSA:
 - Multiplier for European homeless sector
 - Expert on dissemination, big variety of communication channels
 - Experienced in conducting and disseminating research
- Mix of homeless and GBV sectors to blend expertise and perspectives so as to fill gaps and generate new tools (two sectors are separate in most MS)
- Mix of Western, Central and Southern MS- UK, IE, BE, HU, IT
- Experience of EU projects, including DAPHNE

The well-functioning of the partnership will be ensured through regular progress meetings on skype, monthly working time and quarterly narrative reports, as well as 4 partnership meetings.

FEANTSA identified homelessness amongst victims of GBV as a common priority for its members across the EU and issued a call for partners. The Hungarian, Italian and Belgian partners responded.

Lead applicant: BMSZKI (HU)

BMSZKI is the largest provider of services for homeless people in Budapest. It offers a wide range of services to single adults, couples and families: day centres, shelters, temporary hostels etc. on 20 different locations, including an emergency shelter for women fleeing domestic abuse.

Key contributions to project

- Experienced in European project management
- Extensive expertise on homelessness
- Experienced in training staff as well as outsiders (trains about 200 staff each year)
- Reach to local / regional services
- Homeless victims of GBV are important part of service users- much scope for impact

Expert organizations: DePaul UK and SAFE Ireland (IE)

Depaul specialised in working in communities with high social exclusion and homelessness rates and provides services ranging from emergency accommodation to longer-term housing in London and other parts of the UK. Women/girls represent about half of service users.

Safe Ireland is the National Social Change Agency working on Domestic Violence with particular focus on violence in intimate relationships. It works with all frontline GBV services providers in Ireland to increase capacity and develop state of the art responses to victims of GBV. It responds to thousands of women every year.

Depaul will contract Peter Cockersell as expert (trainer). Depaul and Peter Cockersell have a history of long collaboration on the Homeless Women Program. Safe Ireland will subcontract Cris Sullivan as academic expert (see “subcontracting”).

Collectif contre les Violences Familiales et l'Exclusion (BE)

CVFE opened its first women's refuge in 1978. Since the 1990ies, it runs a free telephone line and a training center for victims of GBV. CVFE also delivers training to front-line professionals in the social, health, justice and education sectors.

fio.PSD - Federazione Italiana degli Organismi per le Persone Senza Dimora (IT)

fio.PSD, a network of Italian homeless service providers, pursues inclusion of marginalized and homeless people. Since 1990, it is committed to combat marginalization and creating awareness around homelessness and exclusion. It counts more than 100 associates in 15 Italian Regions.

European Federation of National Organisations working with the Homeless (Brussels)

FEANTSA was established in 1989 as a European network to prevent and combat homelessness. It has more than 130 member organisations in 28 MS of which most are national /regional umbrella organisations of service providers.

Core project team (CVs attached)

- BMSZKI: Boroka Feher (coordinator), Veronika Hiller (financial manager), Edit Balla (expert)
- Depaul: Peter Cockersell (key expert), Esther Sample, Sarah Louise McCoy
- Safe Ireland: Caitriona Gleeson (key expert), Ann Flynn, Claire Kearney, Sharon O'Halloran, Mary Ronayne, Cris Sullivan (external key expert)
- CVFE: Anne Delepine, Aicha Ait Hmad
- fio.PSD: Marco Iazzolino, Caterina Cortese
- FEANTSA: Ruth Kasper, Dalma Fabian

8. Subcontracting

If applicable, explain the reasons for any subcontracting in your project.

Subcontract with Dr Cris Sullivan

Dr Sullivan is a leading expert on GBV particularly in the field of GBV service development and evaluation. She has developed measurement tools for evaluating TI Practice in GBV services and assessing the extent that TIP has related to changes in victim's levels of depressive symptoms, safety-related empowerment, and self-efficacy. She has successfully worked in previous EU Daphne funded programmes to develop innovative tools for measuring the needs and outcomes for women accessing DV / GBV shelters in Europe. Dr Sullivan's expertise in this innovative and emerging field will help guide the initial mapping of existing state of the art practice and training gaps. In addition, she will advise the development of organisational self assessment tools which will form an important part of the training framework. Her CV is attached as part of Annex 1.

Subcontract with Nora Teller

Nora Teller (CV attached at bottom of document) will be in charge of the evaluation as external expert (details under 10.). She will be subcontracted by BMSZKI.

9. Monitoring of the project implementation; risks and measures to mitigate them

How will you ensure that the project is implemented as planned and what methods will you use to monitor its progress?

What are the potential risks and what action do you plan to undertake to mitigate them?

All partners have been involved in the development of the project and are highly motivated to work together, which sets a good foundation for the implementation of the project. A team of managers will be set up, BMSZKI providing the lead,

who will be responsible for the implementation of the project and the monitoring of its progress. They will meet on four occasions in person, each partnership meeting hosted by a different partner, to discuss the results and the implementation itself. These meetings are planned to take place right after each milestone, enabling managers to check on the results as well as go through the upcoming activities. Each **work package** is supervised by a designated organization, who are mainly in charge for the implementation of those actions, with the active involvement of all partners.

Partners have agreed to submit monthly working time reports and quarterly narrative reports, which will help keep track on what has and what has not yet been achieved. Partners will also keep in touch between personal meetings via regular online skype meetings and phone calls, which will allow for smooth communication and gentle reminders of targets that might have been missed.

Risk management (programme management & implementation of activities)

Potential risks	Action to be taken
Partners fall behind with tasks	Reminder of deadlines, support from other partners
Not as many attendees at events as planned	As there are several events taking place in each country, partners can try to involve more participants at later events.
Linguistic barriers	Coordinators and two trainers need to be fluent in English. If for some reason a partner cannot find a trainer with good enough English, the partner has to take care of interpretation.
Lack of participation of victims in evaluating current service delivery	Partners share their experience that many - if not most - women in their services are happy to share their views. BMSZKI has participated in an annual national survey since 1999, in some years involving evaluation of services, in others, asking about traumatic experiences, and we have gathered more than 10 000 responses on a voluntary (and anonymous) basis each year. The questionnaire shall be distributed on a voluntary basis, explaining the goal - the improvement of services to better fit the women's needs. To lower the threshold, women will be offered to drop the anonymous questionnaire in a box instead of giving it back to case workers. If, however, this does not work, we shall involve outsiders to help with the research.
Transforming organizations into trauma- and psychologically-informed environments as well as improving the capacity of homeless services to respond appropriately to DV is not fully achieved	The half-day awareness events will be a key activity to achieve these objectives which are key aims of the project. Anyway, the partnership and esp. the coordinator are aware that turning a whole organization, especially big ones, into PIEs, can be difficult. Still, we strongly believe that, maybe even if we do not achieve a full transformation into a PIE, the project will initiate the necessary process and, beyond that, provide sufficient training and information to support the first key steps towards establishing a PIE.
Not achieving the number of training participants	The partnership feels fully capable of delivering training to the indicated numbers: All partners are very well linked to the national homeless sectors: BMSZKI in its role as training providers for the homeless and general social

	<p>service sector in Budapest/the Budapest region (trained 199 social workers, 61 working for other organizations), fioPSD as the main Italian homeless service network encompassing 100 associates in 15 regions, Safe Ireland and Depaul being recognized as leading DV expert organizations, which provide organizational counselling and training to the broader Irish and English social service sectors. Last but not least CVFE as one of 3 national training providers on DV in Belgium.</p> <p>The partners will make full use of their excellent position in their respective national networks, engaging in extensive advertising and dissemination within and beyond their networks to successfully implement the national workshops as well as the national awareness and dissemination events and reach the intended numbers of attendees.</p> <p>This also applies to FEANTSA who is in charge of the European workshop and the presentation to EU-level stakeholders: FEANTSA can rely on its excellent reputation and connections to social sector (umbrella) organizations that work at European level: European Women's Lobby, WAVE network, EAPN and EPHA (of whose boards FEANTSA's director Freek Spinnewijn is member of), Social Platform etc.</p>
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All **monitoring activities** will rely on collectively taken decisions. Decision making will happen in a consensus-oriented way which takes account of all partners' opinions, situation and knowledge. Decisions will be taken during project meetings as well as - if necessary - during skype progress meetings. Both project and skype meetings will have an agenda point to monitoring and risk assessment: Did or will anything go differently than planned? Is this a threat to the project's overall implementation and deliverables? If yes, a detailed plan with clear responsibilities for each involved partner will be elaborated to ensure the best possible project implementation and output delivery.

10. Evaluation of the project activities, deliverables and results

How will the project activities, the deliverables and the results be evaluated, and by whom?

Explain which quantitative and qualitative indicators you propose to use for the evaluation of the reach and coverage of project activities and project results.

Explain what data will be collected, according to what method and at what moments, including feedback from project participants (satisfaction surveys, evaluation forms, etc).

How will findings be analysed and reported and how will they be used.

Note: For the evaluation of the activities you will be requested to use the participation evaluation questionnaire to be provided by the Commission.

You must identify which indicators you will use from the list provided in the Indicators excel sheet and include them in the indicators of your project. You will be asked to report on those indicators as part of the project's Final Report.

Where relevant, data must be disaggregated by gender and by age.

The evaluation of our project will answer several questions:

How inclusive was our analysis of the needs of homeless victims of GBV?

- Our needs analysis tool will be designed with considerable input from homeless women with experience of GBV - a spreadsheet of who has been involved, including basic demographics (i.e. age).
- The tool itself will gather basic sociodemographic data from the five MS, to enable us to make comparisons between our sample and the overall population of homeless victims of GBV.

How many people did we train?

- A training database will be accessible to all partners to record all training delivered, monitoring all training outputs (# of sessions, participants, age, gender, job role).

What difference has our training made to staff in shelters for homeless victims of GBV?

- Once we have analysed the needs of homeless women of GBV, we will have a thorough understanding of the outcomes of our training.
- A comprehensive questionnaire will be given to participants at the end of all training sessions to measure these (+ satisfaction with practical elements of the training). Data will go into the training database.
- We will analyse this data to improve the training, make it more accessible, increase satisfaction & improve outcomes for trainees.

What difference has our training made to practices in shelters?

- 6 months after their training, we will conduct semi-structured interviews in shelters to explore the impact on their work. We will explore changes to physical layout of shelters, signage used, working policies and procedures.
- Follow-up evaluation will also include the measurement of the training's impact on working practices.

What difference has our training made to homeless victims of GBV?

- Training will improve outcomes for homeless victims of GBV by improving shelters' capacity to support them. Outcome data from before and after the training will be compared.
- We will develop a framework for evaluating this change using the data from our initial needs analysis (including expected outcomes, e.g. improved mental and physical health, social confidence, self-esteem, move-on destinations).
- Where shelters have systems in place for measuring women's outcomes, they will be asked to submit anonymised data from before and after the training.
- For shelters that do not have existing tools (of sufficient quality), we will develop a tool to measure outcomes for victims of GBV. There will be no baseline data but data will serve as evidence of the positive impact of shelters' work following our training.

Where compulsory, questionnaires by the EC will be used.

The evaluation will be undertaken by Nóra Teller, an external, independent evaluator and expert on homelessness and social policies from the Metropolitan Research Institute in Budapest. She will be subcontracted by BMSZKI (on BMSZKI budget).

11. Dissemination strategy and communication tools

How do you plan to disseminate (actively spread) information about the project, its activities and its results? Please specify in particular:

- **Communication needs and objectives:** What are the communication needs and objectives of the project?
- **Target groups and multipliers:** What are the target groups? Which stakeholders or other organisations could possibly be supporters and multipliers of the communication activities?
- **Key messages:** Which messages will the activities convey in order to meet the communication objectives?
- **Distribution channels/tools:** Which communication channels/tools will be used to convey the messages to your target groups and multipliers?
- How will your dissemination strategy facilitate further use and transferability of the project results?

As a general objective, PIE4shelters aims at reaching out as much as possible to European homeless and GBV services to disseminate psychologically-informed approaches as an innovative solution to better support homeless victims of GBV. Communication activities will thus focus on:

- Dissemination of the developed training materials (Training Framework and Guide)
- Awareness raising on the strong relationship between GBV and women's homelessness

Objective	Target group(s) / multipliers	Key message	Channels / tools
Dissemination European Training Framework	Trainers and staff in homeless / GBV sectors in Europe	Learn about PI-approaches	Online Version of Framework and Guide on project website; FEANTSA: newsletter, PIE workshop at policy conference, ongoing advocacy work, social media channels; 5 National awareness raising events in partner countries
Dissemination Guide "PIE4shelters"	Service providers in Europe (homeless and GBV sectors)	Recommendations for service providers: How to make your services PIE	
Inform relevant stakeholders and policy makers about service provision gaps ("Gap analysis report")	Policy makers, service providers and social sector stakeholders at national and European level (homeless / GBV services, housing providers, ministries)	Create awareness of existing gaps in service provision for homeless victims of GBV to create urgency to act	Partner organizations: social media, newsletter, contacts to national policy makers and service sectors; FEANTSA: newsletter, policy conference, social media
Provide service providers with country-specific recommendations on PI-approaches	Service providers in partner countries and Europe (homeless / GBV services)	Support services to become PIE	Partner organizations: social media, newsletters, project website; FEANTSA newsletter and social media channels

Awareness raising on women's homelessness and GBV	Policy makers at national and European level	Shape policies through better understanding of the strong relation between GBV and women's homelessness	5 Local meetings with policy makers and 5 1-day national awareness raising events; FEANTSA: 2 meetings with European policy makers, advocacy work, policy conference, newsletter, social media channels; 5 Articles in relevant media
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PI- Psychologically-informed, PIE- Psychologically-informed Environment(s)

Dissemination will facilitate the further use and transferability of the project by reaching out to the European homeless and GBV sectors. FEANTSA, a European network organization working on homelessness since 1989 with more than 130 members in the 28 Member States, will ensure the maximum communication and dissemination outreach of the project ([work package 4](#)):

- FEANTSA newsletter: 3600+ recipients
- Social media channels: 4700 followers on twitter, 2,780 on facebook, 70 on youtube
- Approx. 400 attendees from the whole EU at the annual policy conference
- FEANTSA Working Group on health (staff and experts from member organizations)
- HABITACT: Network of cities working together on homelessness, exchange forum on effective strategies
- Housing First Hub Europe: Network of homeless organizations throughout Europe
- European Network of Homeless Health Workers
- [WHEN](#)- Women's Homelessness in Europe Network: network for research and collaboration in the field of women's homelessness
- [WAVE](#) - Women Against Violence Europe Network which Safe Ireland is a member of

12. Sustainability and long-term impact of the project results

What is planned as follow-up of the project after the financial support of the European Union has ended? How will the sustainability of the project's results be assured? Are the project results likely to have a long-term impact? How?

Note: In this part you should not list activities or deliverables of your project, but you should focus on the expected long-term impact of your project. The long-term impact refers to long-term socio-economic consequences that can be observed after a certain period following the completion of the project and may affect either the target groups of the project or other groups falling outside the boundary of the project, who may be winners or losers.

The project wishes to transform shelters to serve homeless victims of gender-based violence more efficiently. Staff of the partner organizations as well as trainers will be trained to use PIE in a sustainable fashion. The Guide PIE4shelters shall remain freely available for all interested in the four languages of the partnership (EN, FR, IT and HU) on the websites of the partners – and our wide dissemination strategy shall draw attention to it. The fact that the project will not set up a separate site but the platform shall be developed within FEANTSA's site is a safeguard for its sustainability. The trainers who have been trained will remain active and can train more staff as well as trainers, in courses that are offered for people outside of the organizations. The project coordinator's close collaboration with the city of Budapest will contribute to the ongoing use and implementation of the developed training (and its further dissemination).

Furthermore, sustainability will be ensured through the involved organization's commitment to continue to work on the issue. For example, FEANTSA plans to further develop an emerging workstream on women's homelessness and will promote the take up and embedding of the project outputs in this context.

All partners agreed to nominate a "national PIE expert" who will be available for all questions from the national homeless and GBV services during and after the end of the project (and whose contact details will be on the project website).

13. Ethical issues related to the project

Describe any ethical issues which you could come across during the implementation of your project, including with regard to interactions with target groups or persons benefiting from the project, and present your strategy to address them.

All partners carry out their work by abiding to the Code of Ethics of Social Work as well as local data protection regulations. Throughout the implementation of the project, but especially during the assessment of service provision gaps (interviews, questionnaires) and dissemination activities we will make sure that:

- Participation of staff (both frontline and managerial) takes place on a voluntary basis and is completely anonymous;
- The partnership is aware of the evaluator's feedback. As already mentioned above under 9. *Monitoring*, partners have made the experience that service users like to share their opinion, as they usually engage in a relationship of trust with case workers. However, participation of service users will be totally voluntary and fully anonymous. Apart from personal interviews, they will be offered to fill in a fully anonymous questionnaire to evaluate the current service delivery (no interaction with staff) which can be deposited in a box.
- Analysis of data is also done in an anonymous way, with the information treated apart from personal data;
- Any information gained will only be used for the benefit of the project - any remarks, criticism arriving either from staff members of service users (victims of GBV) will have no effect on their use of services or on their work;
- The press will communicate about the target group in a dignified way, leaving their prejudice behind.

A special aspect of our work with the target groups - homeless women who are victims of GBV - is that the partners carrying out the abuse are often also vulnerable people using the same services, which raises ethical concerns. PIE4shelters will seek answers, exchange good practices about how a service can focus on protecting the (rights) of the victim of GBV simultaneously to having to cater for the needs of an abusive partner.

Special issues of women's dependency on services, vulnerability and reliability of responses

While we are fully aware of how vulnerable and dependable women are on our services, our hope is that the project enables them to become more independent and leave support services. According to the experience of all partners, women are happy to share their views and experiences with support staff. Anyhow, as women might be reluctant to offer critical views of the services they regularly use to the staff, we plan to also use anonymous and voluntary questionnaires, to be filled out alone, and deposited in a box, which should ease this fear. Interviews could be carried out by outsiders - although in our experience, homeless women victims of GBV generally trust staff more than outsiders. If, however, the responses gathered turn out to be unrealistic, we will discuss this and possibly turn to other service providers and survey the women who use these services - as outsiders.

14. Mainstreaming

How do you plan to ensure mainstreaming of equality between women and men and the rights of the child, and respect of the Charter of Fundamental Rights in the activities of your project?

By addressing GBV amongst homeless women as a particularly vulnerable group of women, this project will contribute towards mainstreaming of equality between women and men.

The goals and activities of PIE4shelters is to fight gender-based violence, partly directly through the training of staff of partners and by transforming shelters to identify and efficiently support victims of GBV, and partly, through the dissemination activities to raise public awareness as well as that of decision makers about the negative personal and social effects of GBV and how these can be decreased. The efficient help of victims of GBV does not only result in positive change in their lives, but can affect economic gain as health, employment and social costs decrease.

As pointed out by the European Institute for Gender Equality (EIGE), an autonomous body of the European Union established to contribute to and strengthen the promotion of gender equality, GBV reflects and supports the inequality of men and women, and that 9 out of 10 victims of domestic abuse are women. Such violence does not only affect women, but their families, communities and the whole society.

Furthermore, the EIGE confirms gender inequalities in terms of employment: With the exception of Sweden all MS are behind with their goals about the employment of women for Europe 2020, and women are still underrepresented in economic and social decision-making positions. In our project, most managers and most experts (with one exception each) are women, **as usually in the DV sector as well as in women's shelters. However, there usually is a gender balance among staff in homeless services (for example, the coordinator BMSZKI). The partnership declares gender balance among staff as desirable (being aware that this has been an ongoing discussion in the women's shelter sector itself). The project is aiming for a gender balance among participants in train-the-trainer and local trainer workshops. With regards to employing professionals throughout the implementation of the project, the partnership hereby declares to give equal employment opportunity without discrimination on the basis of sex, race, color, religion, sexual orientation, gender identity, disability or any other similar characteristic.**

The project will integrate an overall gender perspective in the preparation, design, implementation, monitoring and evaluation of its activities. PIE4shelters will also be underpinned by a rights-based approach. It will contribute towards the promotion of personal, civic, political, economic and social rights of homeless women victims of GBV.

15. Description of child protection policy

If applicable

If the applicant and/or any of the partners work directly with/have contact with children, provide a description of the child protection policy of these organisations, covering the following topics:

- purpose of the child protection policy;
- application of the policy (applicable to which staff, in which situations);
- responsibility: who is responsible for ensuring that the policy is adhered to;
- description of recruitment and screening processes with regard to child protection policy (details of training on child protection policy and rights of the child, screening, vetting (criminal background check). Preventing harm to children: processes exist to help minimise the possibility of children being abused by those in positions of trust.

BMSZKI has one service catering for children, offering temporary accommodation for homeless families. In Hungary, all such services need to be accredited and have to comply with the national law on Child Protection and Foster Care (Act 1997:XXXI) and the ministerial decree of 15/1998 regulating who can work in such services.

DePaul UK and SAFE Ireland both have a separate policy that applies to all employees, students, trainees, volunteers and anyone engaged with the organizations. At DePaul, Designated Safeguarding Officers, overseen by a Depaul UK Designated Trustee for Safeguarding Children and Adults at Risk, are responsible for ensuring that the policy is adhered to. This trustee ensures that the strategies and policies are relevant and effective. The partner has a Recruitment, Selection and Appointment Policy to make sure people unsuitable to work with children are not appointed, including rigorous assessment and asking for references and Disclosure and Barring Service. All employees will undergo the compulsory induction, training and e-learning on Safeguarding, as well as receive ongoing supervision.

SAFE Ireland fully subscribes to Children First National Guidance on the Protection and Welfare of Children, and adopts additional principles to reflect the specialist nature of domestic violence services and most recent Irish legislation on Child Protection (page 5, 1.3 in the attached policy). The CEO is responsible for ensuring that the policy is adhered to. Garda vetting and references from previous employers is used at recruitment.

The child-care services of CFVE Belgium are licensed and controlled by ONE, a certifying body issuing quality certificates to reception centers (nurseries, children's homes, etc.). ONE is accredited by the Minister of Childhood. The CVFE has the accreditation of its services offered to children by ONE and is regularly inspected concerning the maintenance of the standards and the improvement of the quality. (See documents annexed)

fio.PSD and FEANTSA are umbrella/network organizations and do not work directly with individuals, children or adults, thus have no child protection policy.

16. English translation of the abstract
If applicable

PERSONAL INFORMATION

Nóra TELLER



 Metropolitan Research Institute, Budapest, 34 Lónyay utca, H-1093 Budapest, Hungary

 +36 30 5761449

 teller@mri.hu

Sex Female | Date of birth 11/09/1977 | Nationality Hungarian

WORK EXPERIENCE

2001 - recent

Senior Research Fellow

Metropolitan Research Institute, Budapest

- Research and consultancy in the fields of housing policy, urban development, housing exclusion of Roma and homelessness in Hungary and in a comparative perspective in Central and East Europe, and the use of EU funds for housing inclusion

2015 – 2016

Business or sector Research and consultancy
Consultant

Council of Europe Development Bank

- Evaluation of the social housing investment carried out in Sofia in 2001-2008 from a CEB loan

Business or sector Research and consultancy

2011-2016

Short Term Consultant

The World Bank

- Research and consultancy in the fields of Roma housing and housing exclusion in Slovakia and Romania, EU-financed programmes for housing inclusion, poverty mapping, social inclusion and poverty elimination on CEE and Hungary

Business or sector Research and consultancy

2010- recent

Lecturer

Corvinus University of Budapest, Department of Sociology

- Teaching of courses on social statistics, social problems (various forms of housing exclusion) and project work for BA students in the framework of the English language program of the Department

Business or sector Higher education

EDUCATION AND TRAINING

2010 – 2017 (anticipated)

Started PhD Studies (completion of studies in 2012, thesis to be submitted in 2017)

Corvinus University of Budapest, Hungary, Doctoral School of Sociology

- Accepted research topic: Roma housing mobility patterns after the transition in Hungary

June – July 2010

Certificate of Participation

Summer University, Central European University, Budapest

- Summer University Course of the Central European University, Budapest with the title *Social Integration and the Romany Minority in Europe Today: Linking Policy and Research to Work against Poverty, Discrimination and Ethnic Conflict*

September 2006 – July 2007

Certificate of Participation

Policy Research Fellow at the Open Society Institute Budapest

- Spatial Concentration of Vulnerable Groups and the Effects of Selected Local Government Service Delivery Policies in three Hungarian Cities: The cases of Tatabánya, Miskolc, and Magdolna District, Budapest

1998 – 2003

MA in Sociology

Eötvös Loránd University of Sciences, Budapest, Department of Sociology

- Sociology, Change Management (title of the thesis: Allocation of social housing in Hungary)

1996 – 2004

MA in German Language and Literature

Eötvös Loránd University of Sciences, Budapest, Department of German Language and Literature

- Philologist and Language teacher in German Language and Literature

September – December 2002

Certificate of participation

The World Bank Institute

- Completion of a Course on Public Policy Analysis

PERSONAL SKILLS

Mother tongue(s)

Hungarian

Other language(s)

	UNDERSTANDING		SPEAKING		WRITING
	Listening	Reading	Spoken interaction	Spoken production	
English	C2	C2	C2	C2	C2
German	C2	C2	C2	C2	C2
French	A2	A2	A2	A2	A2
Russian	A1	A1	A1	A1	A1

Levels: A1/2: Basic user - B1/2: Independent user - C1/2 Proficient user
Common European Framework of Reference for Languages

Communication skills

Team Work: I have been responsible in coordinating the tasks of several researches among colleagues and also foreign experts in various research assignments

Intercultural skills: I was involved in organising study tours for colleagues from Armenia, Kosovo, Albania, the UK, Bosnia and Herzegovina, and in a consultancy project in Bosnia and Herzegovina, Slovakia and Bulgaria, which made it possible to interact with colleagues from other organisational and cultural backgrounds

Organisational / managerial skills

 Associated with document Ref. Ares(2017)5664210 - 20/11/2017

I was involved in the organisation of several study tours (both content and logistics, from 2002-2006), and an international conference (logistics, in 2008), and since 2012 I have been co-organizing the yearly research conference of the European Observatory on Homelessness (selection of speakers and maintaining contacts with them). Some major recent research projects included the coordination of over ten partner organisations and researchers, in selected projects including the coordination of international partners

Computer skills

Competent with most Microsoft Office programmes, SPSS and STATA (statistical analytical programs), and some experience with web-page editing

Driving licence

B

ADDITIONAL INFORMATION

Memberships

Member of European Network of Housing Research
Member of European Observatory on Homelessness
Editor of the European Journal of Homelessness
Member of the Hungarian Sociological Association
Member of the European Academic Network on Romani Studies

History of changes between your proposal and Annex I to the Grant Agreement "Description of the Action"

Please state whether you have made any changes in the data entered in on-line forms in the participant portal (which will become part A of the Description of the Action) when compared to part B of the original proposal (*Description of workpackages and activities*).

Changes suggested in the Evaluation Summary Report	YES	Adding to Workpackage 1, activity 3: "accompanied by a risk assessment of violent partners with each service user"
Other changes	NO	Concise description of the change(s)

Please state whether you have made any changes in part B of the Description of the Action when compared to part B of the original proposal (*General Description of the project and applicant organisation*).

Changes suggested in the Evaluation Summary Report	YES	<p>Section 2/pg 8: Added existing training and services in partner countries (paragraphs "Existing staff training in partner countries" and "Existing support for homeless women GBV victims"); added current EU-funded project with which synergies will be built; added partners so-far involvement & knowledge from previous projects (paragraph "Learnings from previous EU-funded projects that partners will incorporate in the PIE4shelters project").</p> <p>Section 3/pg 10: Added that partners will aim for formal declarations of commitment signed by authorities in social sector & training.</p> <p>Section 4/pg 11: How project will deal with transferability issues; how transferability is ensured in detail (partners' capacities and characteristics)</p> <p>Section 5/pg 12: Added risk assessment of violent partners with each service user as requested by evaluator.</p> <p>Section 6/pg 16: Added GANTT chart.</p> <p>Section 8/pg 19: Subcontract with Nora Teller for evaluation.</p> <p>Section 9/pg 20: Added table "risk management" which includes potential risks and what actions are to be taken by the partnership in case of risk.</p> <p>Section 9/pg 21: Detailed description on consensus-based and continuous monitoring activities.</p> <p>Section 10/pg 22: External evaluator Nora Teller added.</p> <p>Section 13/pg 25: Added paragraph "Special issues of women's dependency on services, vulnerability and reliability of responses"</p> <p>Section 14/pg 26: Partnership is aware of gender-unbalance in DV services, aims for gender balance in project trainings; added declaration of non-discrimination re. staff appointments.</p>
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Other changes	YES	<p>Work stream was replaced by "work package" in the whole document, the numbering of the work packages changed to 1 to 4 (as on the Participants Portal).</p> <p>Pg 29: The CV of the external expert Nora Teller was attached.</p>
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Note: Please note that changes to your original proposal should be limited to modifications suggested in the Evaluation Summary Report. We strongly advise against any other changes at this point as they may lead to the Commission considering the modified proposal as not compliant with the one recommended for funding and terminating the grant agreement preparation. Should you wish to introduce some modifications nevertheless (e.g. as a result of "force majeure" changes that occurred since the date of your original proposal), these must be indicated in the table. Failure to clearly signal any changes made to your proposal may lead to termination of the grant agreement preparation or – at any point following the signature of a grant agreement – to the termination of the grant agreement by the Commission. In accordance with Art. 34.3.1 (i)(ii).

Quantitative reporting on policy-related outputs (Indicators)	
1. Analytical activities:	
If the project includes analytical activities, indicate the type of documents/reports that will be produced by your project:	
Type of document / report:	Specify, if applicable:
collection of good/best practices	Country-specific short reports
mapping/report on state of the art	Gap Analysis Report
data collection and/or data analysis/statistics	Valorization short summaries
development of educational material/toolkits/curriculum/courses etc	European Training Framework on PIE
development of guides/guidelines/manuals	Guide "PIE4shelters" (for services)
development of indicators and/or benchmarks	Benchmarks for PI-informed service provision
none	
2. Training activities	
2.1 If the project includes training activities, indicate the number of training events to be organised:	
22	
2.2 Indicate the groups of persons to be trained and the number of persons to be trained in each group:	
Group of persons:	Number of persons:
victim support services	200
trainers	55
educational staff/teachers	10
If other, specify:	
Staff from homeless services (shelters, day-centres, housing providers)	200
2.3 Indicate the type and number of training modules, training tools and other training material to be developed, including online tools.	
Type:	Number:
European Training Framework on PI-approaches (print and online versions)	1
Guide "PIE4shelters" (print and online versions)	1
3. Mutual learning, exchange of good practices, cooperation	
3.1 If the project includes activities on mutual learning, exchange of good practices and cooperation, indicate the number of events to be organised:	
11	
3.2 Indicate the groups of persons who will participate in these activities and the number of persons of each	
Group of persons:	Number of persons:
victim support services	100
If other, specify:	
Staff from homeless services (shelters, day-centres, housing providers)	100

3.3 Indicate the number of the eligible countries involved in these events:	
35 (through European seminar on PIE at FEANTSA conference, reaching out to European homeless sector)	
3.4 (if applicable) Indicate the type and number of mechanisms/tools of crossborder cooperation that will be sustained after the end of your project:	
Type:	Number:
If other, specify:	
Project website as knowledge platform beyond project duration	1
1 National PIE expert for each country (indicated on website)	6
4. Awareness-raising, information and dissemination	
4.1 If the project includes awareness-raising activities, such as campaigns, conferences and meetings aiming at dissemination, etc., indicate the type and number of events to be organised:	
Type of event:	Number of events:
advocacy meetings	7
info days	10
none	
If other, specify:	
4.2 Indicate the group of persons to be reached by these events and the number of persons in each group:	
Group of persons:	Number of persons:
victim support services	450
gender equality experts/professionals	20
EU policy makers	15
national policy makers	15
If other, specify:	
European homeless service sector	450
4.3 Indicate the type of materials to be used, and the number of copies/users/visits etc. be produced per type of material:	
Type of material:	Number of copies/users/visits:
website/blog	1000
booklet/leaflet	500
none	
If other, specify:	
Guide "PIE4shelters" (online version and 1000 prints)	1000

BMSZKI's Child Protection Policy - a summary

All temporary hostels for families in Hungary, including those maintained by BMSZKI, are regulated in great detail by national law. These define the personal and physical conditions, the services to be offered, the form and method of the documentation regarding users, and the persons and services required to cooperate in order to protect children. Our services are not required to create our own child protection policy, because all the relevant issues are already regulated in the following legal form:

- In the Act on Child Protection and Foster Care (1997. évi XXXI. törvény a gyermekek védelméről és a gyámügyi igazgatásról), available:
https://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=99700031.TV
- In the Decree of 15/1998 NM on the requirements of child protection services and professional working in those service (15/1998 NM rendelet a személyes gondoskodást nyújtó gyermekjóléti gyermekvédelmi intézmények, valamint személyek szakmai feladatairól és működésük feltételeiről), available:
https://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=99800015.nm

The goal of the Act on Child Protection is to define the basic rules each party has to abide to the help the realization of the rights and interests of children, the obligations of the parents, and to prevent or put an end to any danger to children. The Act defines the basic rights of children, the guarantees safeguarding these, as well as the system of child protection and the basic rules to their operation. It defines what services are to be offered by various parties, and what the professional minimum of those services need be. It sets out the parties (persons and organizations) responsible to cooperate in order to protect children at a highest level possible.

The Decree contains more details about temporary homes for families, a type of service also offered by BMSZKI, as follows:

- physical conditions (what rooms are to be offered, how many people can be accommodated in one bedroom, etc)
- the tasks and services to be offered (f.ex: how staff are to work, what the house rules need to contain, how long the service needs to be open for, cleaning, washing, cooking, etc., the functions of psychological, legal, social and mental health support, etc)
- the minimal requirements of documentation (for. ex. the content of the personal agreement, individual development plan, etc)
- requirements towards staff (defining the necessary number of staff in various roles based on the number of users, their qualifications, etc)

The following parties continually monitor services to make sure the above conditions are respected:

- the manager of service
- the inner monitor of BMSZKI
- the evaluators of Budapest (the owner of BMSZKI) on an annual basis (who can also involve third parties)
- the Ministry of Human Resources and the Government Department (at least every three years)

- in case of a complaint, both the Ministry and Budapest can order additional monitoring visits

How do we prevent any abuse of children, or minimize it happening?

- We offer intense counselling to families. Each family is supported by a case manager and a support worker (this latter helps in daily chores, for example takes children to school if the mother is sick). After a needs assessment interview staff keep in regular contact with the parents together and individually as well. Both the case manager and the support worker are in regular contact with the families on a daily basis.
- We are also in regular contact with the children – we also see them without their parents every day for free time activities, art therapy workshops, group sessions, etc.
- A psychologist and a social pedagogue work with the children both in group settings and individually.
- If any of the staff suspect a child might be abused, they have to abide to the inner code of conduct, notify the service manager during the weekly team meeting. The team would then decide how to carry on. If there is evidence of abuse, the service needs to start an official procedure according to the Act on child protection.
- We hold case discussion meetings on a weekly basis, and, if needed, we organize a case conference with all those working with the children (teacher, doctor, parents, child welfare services, etc)
- If we feel that we cannot guarantee the child's safety based on the voluntary cooperation of the parents, we are to initiate a process of child protection, which could oblige parents to work closely with the child protection officers.
- Only in the most extreme cases do we initiate the removal of the children from their families (this happens in 1-2 cases each year).
- Use of the temporary home for families is voluntary, but we set clear expectations towards parents in the house rules and the personal agreements.
- We have a representative group made up of parents, staff and one person from Budapest City Hall to take care of complaints towards the service.
- The nearby child welfare service hosts an officer of the Ombudsman of children's rights, their contact details are posted in several places in the service, together with a list of NGOs, help lines that they can turn to in case of child or domestic abuse.

When recruiting new staff, they abide the regulations of the Decree. The recruitment has three rounds: first we check for the necessary qualifications and annexes (for ex. no criminal record), then the service manager interviews shortlisted applicants, and the professional deputy director of BMSZKI who conducts the final interviews. We offer various training opportunities for staff members through internal and external training, for example about understanding the psychological, neurological and social background of abuse, how to work with users showing symptoms of PTSD, assessing the risks of breaking away from an abusive relationship, legal and administrative tools available to staff when working with abuse... Our internal training programs are also available for staff of other organizations, which allow for the building of a helping network.



Safeguarding Children and Adults at Risk Policy and Procedures

File Reference Number: PP001

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Lead Responsibility for this Policy and Procedures is:
Depaul Executive Director for Services

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Homelessness has no place

Safeguarding Children and Adults at Risk Policy Statement

Depaul UK is committed to providing excellence in the provision of accommodation, support and specialist services.

Child Protection and Safeguarding Children and Adults at Risk is the responsibility of everyone at Depaul UK.

We uphold the principle that all Children and Adults at Risk have the right to grow up and live in a safe environment and be protected from all forms of harm and abuse.

We will do this by ensuring that we have appropriate arrangements in place to:

- Engage Children and Adults at Risk in understanding and managing their own safety and risks so that they are better equipped to keep themselves and others safe from harm
- Provide safe environments in which Children and Adults at Risk can thrive and reach their potential and aspirations
- Be proactive and take appropriate action when a safeguarding concern arises and support any individuals who raise or disclose a concern
- Ensure that our safeguarding arrangements place the welfare of the Child or Adult at Risk at the centre of the process, ensuring that they are involved as far as possible in decision-making and their views and concerns are taken seriously.
- Ensure our staff are trained in Safeguarding including being aware of the signs and indicators of harm and abuse, including self-harm, Child Sexual Exploitation and Domestic Abuse, and that these staff are supported by a named Designated Safeguarding Officer and overseen by the overall Designated Safeguarding Lead.
- Take prompt action and, as necessary, disciplinary action where we have identified acts of negligence, failure to report, failing to report through omission or intentionally not following the Safeguarding Policy and Procedures
- Provide Children and Adults at Risk with information regarding; definitions of abuse and consent, how to report a safeguarding concern, how information must be shared and the support available.
- Ensure that confidential, detailed and accurate records of all safeguarding concerns are maintained and securely stored.
- Ensure our Policy and Procedures are annually reviewed, comply with legislation and are aligned with best practice.

Children and Adults at Risk are safeguarded only when all relevant agencies and individuals accept responsibility and co-operate with each other. Depaul UK will work and co-operate fully with other agencies and organisations to ensure the well-being and protection of all Children and Adults at Risk.

We will monitor and review our Safeguarding arrangements and processes at least quarterly.

2. Application and Scope

This Policy and Procedures provides processes to enable Depaul UK employees, students, trainees, volunteers and Trustees, hereafter referred to as staff, to Safeguard Children (aged under 18) and Adults at Risk. This applies where a safeguarding concern is suspected or exists, regardless of whether the individual is in receipt of a service from Depaul UK or not. For example, it is applicable if we learn from a client that a friend or sibling is at risk.

3. Legislation and Compliance

Depaul UK will comply with all relevant legislation and statutory guidance to Safeguard Children and Adults at Risk. This Policy takes into account 'Working Together 2015', 'The Care Act 2014' and Female Genital Mutilation Act 2003 as amended by the Serious Crime Act 2015 and should be applied alongside other relevant legislation and Depaul Policies.

a) Working Together 2015

Working Together 2015 is statutory guidance issued by the government, regularly updated, which outlines the legislative requirements and expectations on individual services to safeguard and promote the welfare of Children and Adults at Risk. Working Together 2015 states that,

"Whilst local authorities play a lead role, safeguarding Children and Adults at Risk, and protecting them from harm is everyone's responsibility. Everyone who comes into contact with children, Adults at Risk and families has a role to play, and that safeguarding and promoting the welfare of Children and Adults at Risk is defined for the purposes of this guidance as:

- *Protecting from maltreatment;*
- *Preventing impairment of health or development;*
- *Ensuring that Children and Adults at Risk grow up in circumstances consistent with the provision of safe and effective care; and*
- *Taking action to enable all Children and Adults at Risk to have the best outcomes."*

Depaul UK fully endorses and is committed to these principles.

There is a clear distinction between safeguarding and protection:

Safeguarding is everybody's responsibility and includes measures to prevent or minimise the potential of harm or abuse occurring, including timely reporting of concerns, by raising safeguarding alerts.

Protection is a statutory responsibility in response to individual cases where risk of harm has been identified.

b) The Care Act 2014

Under the Care Act 2014 Part 1, changes to safeguarding adults came into effect from April 2015. The changes include:

- The guidance No Secrets was replaced by the Care Act
- Safeguarding Adults Boards and safeguarding adult enquiries became a statutory duty
- 'Adult at risk' is the new terminology replacing 'Vulnerable Adult'

- The Care Act applies to adults aged 18 and over, including those who have been in receipt of children's services until they are 19 or 25 years old
- There is a new definition of adult abuse and neglect, which has been considered and is included in the 'forms of abuse' section in this document.

Under the Care Act, safeguarding duties for local authorities apply to an adult aged 18 and over, who:

- Has needs for care and support even if they do not have care services
- And is experiencing or is at risk of abuse and neglect
- And as a result of their care and support needs is unable to protect themselves from the risk or experience of the abuse or neglect

What is a "Care and Support Need"?

"The adult's needs arise from or are related to a physical or mental impairment or illness. Local authorities must consider...if the adult has a condition as a result of either physical, mental, sensory, learning or cognitive disabilities or illnesses, substance misuse or brain injury...a formal diagnosis of the condition should not be required" (Care Act statutory guidance)

c) Female Genital Mutilation Act 2003 as amended by the Serious Crime Act 2015

FGM is illegal in England and Wales under the Female Genital Mutilation Act 2003 as amended by the Serious Crime Act 2015.

The Female Genital Mutilation Act 2003 now includes:

- An offence of failing to protect a girl from the risk of FGM
- Extra-territorial jurisdiction over offences of FGM committed abroad by UK nationals and those habitually (as well as permanently) resident in the UK
- Lifelong anonymity for victims of FGM
- FGM Protection Orders which can be used to protect girls at risk
- A mandatory reporting duty which requires specified professionals to report known cases of FGM in under 18s to the police.

The legislation requires regulated health and social care professionals and teachers in England and Wales to make a report to the police where, in the course of their professional duties, they either:

- are informed by a girl under 18 that an act of FGM has been carried out on her; or
- observe physical signs which appear to show that an act of FGM has been carried out on a girl under 18 and they have no reason to believe that the act was necessary for the girl's physical or mental health or for purposes connected with labour or birth.

In April 2016 the government issued Multi Agency Statutory Guidance on Female Genital Mutilation that states;

"While the duty is limited to the specified professionals described above, non-regulated practitioners still have a general responsibility to report cases of FGM, in line with wider safeguarding frameworks. If a non-regulated professional becomes aware that FGM has been carried out on a girl under 18, they should still share this information within their local safeguarding lead, and follow their organisation's safeguarding procedures."

Depaul UK is committed to working together with other agencies to protect and support those at risk of, or who have undergone, FGM.

d) Children and Adults at Risk: Definitions

The legal definition of a 'Child' is 'a person under the age of 18'. An 'Adult at Risk' is an adult aged 18 years or over who:

- Is or may be in need of community care services by reason of mental or other disability, age or illness; and
- Who is or may be unable to take care of themselves, or is unable to protect him/ herself against harm or exploitation (Department of Health 2000).

An Adult at Risk may include people with a wide range of disabilities and circumstances, who may be experiencing conditions that reduce their choice and control, their ability to make decisions or to protect themselves from harm and exploitation. An Adult at Risk may therefore be an individual who:

- Has a learning disability
- Has a mental health/ mental capacity issue
- Misuses substances or alcohol
- Is frail due to ill health

In the context of safeguarding adults, the vulnerability of the Adult at Risk is related to how able they are to make and exercise their own informed choices free from duress, pressure or undue influence of any sort, and their ability to protect themselves from harm including - abuse, neglect or exploitation.

4. Roles and Responsibilities

All Depaul UK employees, students, trainees, volunteers and Trustees have an important role to play in reporting safeguarding concerns in a timely and clear way and through accessing role relevant Safeguarding training.

Designated Safeguarding Officers (Including CSE) will offer support, guidance and oversee all Safeguarding concerns reported.

The Depaul UK Overall Designated Safeguarding Lead is the Executive Director for Services, who will oversee the role of the Designated Safeguarding Officers, monitoring and review of Depaul UK's Safeguarding Policy, Procedures and Reporting.

The Depaul UK Designated Trustee for Safeguarding Children and Adults at Risk (Including CSE) will oversee the role of the Depaul UK Overall Designated Safeguarding Lead and ensure Depaul UK's strategies and policies in relation to Safeguarding are relevant and effective.

Failure to comply with this policy may be treated as misconduct and dealt with under Depaul UK's Disciplinary Procedures.

5. Procedures for Safe Practice

5.1 Recruitment, Selection and Appointment of Depaul UK Employees, Students, Trainees and Volunteers (including Trustees)

Through its Recruitment, Selection and Appointment Policy and Procedures, Depaul UK will ensure that people unsuitable to work with Children and Adults at Risk are not appointed. We will do this by ensuring our selection processes include rigorous assessments which test candidates understanding and experience of implementing safeguarding practices, and by taking up references and Disclosure and Barring Service (DBS) checks every three years as a minimum standard.

5.2 Whistle Blowing: Failure to Respond

All Depaul UK Managers must take all steps necessary to promote safe environments for Children and Adults at Risk. If a Manager fails to respond to a Safeguarding concern, any individual must escalate this to one of Depaul UK's three Designated Safeguarding Officers, without fear of reprisal or recrimination by using Depaul UK's Whistle Blowing Policy and Procedures.

5.3 Lone Working

Depaul UK students, trainees or volunteers (including Trustees) may at any time be on their own with a Child or Adult at Risk. In such instances, the Service Manager must ensure Lone Working protocols are established with colleagues, and develop Risk Assessments beforehand, and ensure these are regularly reviewed on a minimum weekly basis. Please refer to Depaul UK's Lone Working Policy and Procedures for further information.

5.4 Training and On-going Support

Depaul UK will provide compulsory induction, training and e-learning on Safeguarding to all employees, students, trainees, volunteers and Trustees. In addition, we will provide ongoing support to ensure everyone at Depaul UK is aware of their safeguarding responsibilities.

We will deliver this through providing minimum Monthly Supervision and information, guidance and training.

Refresher training will be provided on a minimum three year basis. Where we employ an individual through an external agency, we will request evidence that they have received basic safeguarding training through their employer.

We will provide more specialist training and resources, based on our monitoring of the changing risks facing Children and Adults at Risk.

The Designated Trustee for Safeguarding will receive Safeguarding refresher training every three years.

All staff who undertake one to one work with clients must also ensure that they have attended Local Safeguarding Board (LSB) training for both Adults at Risk and Children, where available, to ensure that they understand local Policy, Procedures and Practice, within twelve months of being appointed or sooner if possible. It is the responsibility of the Service Manager to coordinate and arrange this, and inform Depaul UK Human Resources of training attended.

Everyone at Depaul UK will have access to the names and contact details of relevant local and national professionals and organisations (see Appendix 1: Safeguarding Responsibilities and Contacts). Anyone with a concern, however slight, should not hesitate to seek advice from a Service Manager or Depaul UK Designated Safeguarding Officer (see Appendix 1: Safeguarding Responsibilities and Contacts).

Managers will lead a reflective approach to ensure learning from practice through supervisions, team meetings and specific sessions to review case studies and incidents. The aim of this is to help staff teams to develop their practice in assessing and balancing issues related to empowerment, considered risk taking and safeguarding.

5.5 Reporting and Action

All allegations of abuse will be taken seriously, investigated, and handled in accordance with the procedures laid out in this document. Depaul UK will work with appropriate local agencies to ensure that Children and Adults at Risk are protected through the effective operation of its safeguarding Procedures.

6. Procedures for Reporting to/ Designated Safeguarding Officers (DSO)

Depaul UK has three Designated Safeguarding Officers (see Appendix 1: Safeguarding Responsibilities and Contacts) who also act as CSE (Child Sexual Exploitation 'Champions').

If an employee, student, trainee, Volunteer or Trustee has any concerns for the wellbeing of a Child or Adult at Risk, they must immediately report it verbally to the appropriate DSO, and then follow this up by completing an Incident, Safeguarding or Near Miss (ISN) Report and sending it to their Line Manager and the DSO.

During out of office hours and when the DSO is not available (during 9.00am to 5.00pm Monday to Friday) the Depaul UK 'On-Call Manager' must be contacted. During office hours the DSO must be contacted directly.

The DSO is responsible for ensuring the provision of:

- Consultation and advising should a safeguarding concern arise
- Receive and record information regarding safeguarding concerns
- Ensure the Incident, Safeguarding or Near Miss (ISN) Report received, completed accurately and in full and sent to the appropriate internal sources
- Assess received information promptly and carefully, clarifying or obtaining more information and establishing the facts regarding the concern(s) as appropriate
- That the statutory protection agencies have been consulted and informed where appropriate
- Ensure the individual raising the concern, and the Child/ Adult at Risk are supported; and
- Check if a formal referral has been made to the statutory protection agencies and within any timeframe set out by the relevant Local Safeguarding Board.

The Designated Safeguarding Officer (DSO) will be a Depaul UK Area Director or the Head of Programmes and in their absence the Executive Director of Services, and in their absence the Chief Executive Officer.

7. Procedures for Confidentiality, Consent and Information Sharing

Depaul UK acknowledges that it is often difficult for anyone to make a disclosure of abuse, ill treatment, neglect or exploitation, and the consequences of such a disclosure is likely to have profound effect on the individual and other family members and support networks. It can therefore be difficult for their agreement to be obtained for a referral to be made to statutory services.

All Children and Adults at Risk involved with Depaul UK must, from the outset, be made aware and helped to understand that complete confidentiality is *not* possible when there is risk of harm to themselves or another person.

If a Child or Adult at Risk has not consented to sharing information and the decision is taken to make a referral to statutory services, then the reasons need to be clearly explained to them so that any ongoing/ future supportive relationship can be as far as possible maintained.

Where a child or Adult at Risk disengages from a support worker because they are upset about the decision to disclose the Service Manager should pro-actively offer alternative support from within the staff team where possible and on a temporary basis.

Staff must comply with any request from Children's / Adult at Risk's Services for information in connection with an assessment of the need for protection under Section 47 of the Children Act 1989 and should consult their Manager in the first instance.

An adult's legal right to consent marks a key distinction between approaches in safeguarding adults and safeguarding children. Empowerment is a foundation block for all safeguarding, and may enable the adult at risk to develop the skills to reduce the risk of future abuse.

Empowerment involves a proactive approach to seeking consent, maximising the individuals' involvement in decisions about their safety and protection – and this includes decisions regarding whether to investigate an allegation or concerns.

An individual's wishes should be respected wherever possible but an individuals' right to make choices about their own safety has to be balanced with the rights of others to be safe. An Adult at Risk may refuse their consent for the police, social services or local safeguarding body to be informed or for their information to be shared with another agency. There are however times when their wishes may need to be over-riden.

In taking that decision, we will consider the following factors:

- Whether a criminal offence has occurred
- The seriousness and pervasiveness of the threat of/ suspected/ abuse
- The ability of the individual to make decisions/ their general mental capacity
- The effect of the abuse on the individual in question and upon others
- Whether there is a need for others to know (e.g. to protect others who may not be involved in the immediate situation).

Everyone at Depaul UK must report threat of/ suspected abuse to a Depaul UK manager even if the adult has refused their consent for information to be shared. This must be followed up alerting the relevant Depaul UK Designated Safeguarding Officer (DSO) and by completing an Incident, Safeguarding or Near Miss (ISN) Report as soon as possible.

Decisions about sharing information must be clearly recorded with reasons clearly stated and these decisions must be open and explicitly discussed at every stage.

In all cases Children and Adults at Risk must be as involved as possible in decisions affecting them and in planning how the issue should be taken forward, and they must be kept fully informed at every stage in the process.

8. Recognising/ Forms of Abuse

8.1 Recognising Abuse

Abuse and neglect are forms of maltreatment of a Child or Adult at Risk. Somebody may abuse or neglect a Child or Adult at Risk by inflicting harm, or by failing to act to prevent harm. Children and Adults at Risk may be abused in a family or in an institutional or community setting, by those known to them or, more rarely, by a stranger. They may be abused by an adult or adults, or another child or children. Significant Harm Under Section 31(9) of the Children Act 1989 as amended by the Children Act 2002, harm means ill-treatment or the impairment of health or development, including, for example, impairment suffered from seeing or hearing the ill-treatment of another. The Children Act 1989 introduced the concept of "significant harm" as the threshold that justifies compulsory intervention in family life in the best interests of the Child, and gives local authorities a duty to make enquiries to decide whether they should take action to safeguard or promote the welfare of a Child who is suffering or likely to suffer, significant harm.

Abuse can take many forms and it may be regarded not only as the commission or omission of an act, but also as the threat or risk of such. If a Child or Adult at Risk is led to believe that they will be abused this is in effect the equivalent of the abuse taking place. References to historic abuse may be disclosed and these should be acted upon in accordance with this procedure.

8.2 Forms of Abuse

Physical abuse is non-accidental harm to a person caused by the use of force, which results in pain, injury or a change in a person's natural physical state. Some examples are: hitting, shaking, slapping, pushing, kicking and rough handling.

Sexual abuse includes rape and sexual assault or sexual acts, (not necessarily involving a high level of violence) to which the young person or Adult at Risk has not, or cannot consent, or where coercion or being pressurised has occurred. Children and Adults at Risk could be forced or enticed to take part in sexual activities, not necessarily involving a high level of violence, whether or not the Child or Adult at Risk is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involvement in looking at, or in the production of, sexual images, watching sexual activities, being encouraged to behave in sexually inappropriate ways, or grooming in preparation for abuse (including via the internet). Sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children.

Psychological or emotional abuse is behaviour that has a harmful effect on a person's emotional health and development. This can include the use of threats, humiliation, intimidation, coercion or verbal abuse and bullying. It can also include conveying that the Child or Adult at Risk is unloved, unwanted, worthless, valued only insofar that they meet the needs of another person or inappropriate expectations of the individual in terms of their age or development.

Financial abuse involves an individual's funds or resources being inappropriately used by a third person. It may include theft, fraud, exploitation, the withholding of money or the inappropriate or unsanctioned use of a person's money or property.

Neglect is the persistent failure to meet a Child's or Adult at Risk's basic physical and/or psychological needs, and is likely to result in the serious impairment of their health or development. It can include failing to provide adequate food, shelter and clothing, or neglect of, or unresponsiveness to, basic emotional needs. This can also include a failure to protect the Child or Adult at Risk from harm. Neglect of an unborn child is also possible, for example, through maternal substance misuse.

Institutional abuse is the collective failure of an organisation to provide an appropriate and professional service to Children and Adults at Risk. It includes failure to ensure the necessary safeguards are in place, and it may be part of the accepted 'custom, culture and practices' within an organisation.

Organised or multiple abuse involves:

- Abuse involving one or more abusers and a number of related or unrelated abused Children and Adults at Risk;
- In some cases the abusers concerned are acting collectively to abuse Children and Adults at Risk, sometimes acting in isolation, or they may be using an institutional framework or position of authority to recruit for abuse;
- Organised and multiple abuse occur both as part of a network of abuse across family or community and within institutions such as residential homes or schools. Such abuse is profoundly traumatic for the Children and Adults at Risk who become involved. Its investigation is time-consuming and demanding work requiring specialist skills from both police and social work staff.
- Depaul UK recognises the NCPCC definition of 'sexual exploitation' which states, 'Child sexual exploitation (CSE) is a type of sexual abuse in which Children and Adults at Risk are sexually exploited for money, power or status. Children and Adults at Risk may be tricked into believing they're in a loving, consensual relationship. They might be invited to parties and given drugs and alcohol. They may also be groomed online. Some Children and Adults at Risk are trafficked into or within the UK for the purpose of sexual exploitation. Sexual exploitation can also happen to those involved in gangs'.

Domestic Abuse, Stalking and "Honour-based" Violence. Domestic abuse is defined as "*any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality*". Some Children and Adults at Risk may be at particular risk of forced marriage, female genital mutilation or "honour-based" violence.

Children and Adults at Risk may suffer significant harm by seeing or hearing the ill treatment of others (Children's Act 2002). It is important to be mindful of any exposure to domestic abuse, even where they are not the immediate victims.

Discriminatory abuse occurs when values, beliefs or culture result in a misuse of power that denies mainstream opportunities to some groups or individuals. It includes discrimination based on race, culture, gender, sexuality, faith/ religion or disability.

Radicalisation or Influenced by Extremism is a very real threat to Children and Adults at Risk who may be susceptible to radicalisation from a number of sources. Although recently commonly associated with religious factors, Children and Adults at Risk may also be subject to radicalisation from other sources such as far right wing organisations.

The Prevent Strategy, which is one of the 4 elements of 'CONTEST'; the Governments counter terrorism strategy, is a strategy that involves a wide range of sectors (including education, criminal justice, faith, charities, online and health) where there are risks of radicalisation. Part of the

strategy is to identify those people who are vulnerable to being radicalised and provide support to prevent radicalization and the potential draw into terrorism.

9. Signs and Indicators of Abuse and Radicalisation

Below is not a definitive list and the presence of one or more of the indicators is not proof that abuse is actually taking place or has occurred. It is not the responsibility of anyone at Depaul UK to decide if abuse has occurred or is occurring, but it is their responsibility to act on any concerns by reporting them.

9.1 Signs and Indicators of abuse

Some of the more obvious signs of abuse may include the following:

- Unexplained or repeated injuries such as bruising, cuts or burns, particularly if situated on a part of the body not normally prone to such injuries
- An injury for which the explanation seems inconsistent
- Someone else expresses concern about their welfare
- Unexplained changes in behaviour (e.g. becoming very quiet, withdrawn or displaying sudden outbursts of temper)
- Appearing anxious or frightened or emotional distress
- Engagement in sexually explicit behaviour
- Difficulty in making friends or prevented from socialising with others.
- Displays variations in eating patterns including overeating or loss of appetite.
- Loses weight for no apparent reason; frequently hungry
- Becomes increasingly dirty or unkempt.
- Very low self esteem
- Self-harming behaviour
- Lack of respect is shown to a specific individual
- Has difficulty making friends or is prevented from socialising with others
- Unexplained changes in income or expenditure, e.g. pocket money/ ability to pay bills

9.2 Signs and Indicators of Radicalisation

Some of the more obvious signs of radicalisation may include the following:

- Expressed opinions such as; support for violence and terrorism or the values of extremist organisations
- Possession of extremist literature; attempts to access extremist websites and associated password protected chat rooms; possession of material regarding weapons, explosives or military training.
- Behaviour and behavioural changes such as; withdrawal from family and peers; hostility towards former associates and family; association with prescribed organisations and those that hold extremist views.
- Personal history claims or evidence of involvement in organisations voicing violent extremist ideology or attendance at military/terrorist training.

9.3 Examples of External Factors which Influence the Risk of Abuse and Radicalisation Occurring

- Parental substance misuse
- Domestic violence
- Social exclusion and isolation
- Stigma and discrimination
- Being the focus of anti-social behaviour (and bullying)
- Overcrowded living arrangements
- Insecure living conditions
- Homelessness
- Poverty
- Economic insecurity

9.4 Harm and Significant Harm

9.4.1 Principles

Child safeguarding is built upon the firm and absolute recognition that **the needs of the child are paramount**. This should resolve any conflict of interests. All children have the right to be safeguarded from abuse, harm and exploitation.

Significant harm may arise from abuse. Safeguarding actions are intended both to protect Children and Adults at Risk from ill treatment and to prevent the impairment of the Child's/ Adults at Risk's health and development.

The purpose of any safeguarding intervention should be to promote positive outcomes for each Child (Children Act 2004) and Adult at Risk to ensure their safety, health and wellbeing, development, contributions, and to ensure they reach their potential and aspirations.

Depaul UK takes a proactive approach in order to prevent and reduce the need for 'protection from harm' by ensuring full cooperation and information sharing with all relevant agencies. The wishes and feelings of the Child/ Adult at Risk are critical elements in assessing risk and in formulating safeguarding plans, and must always be sought and given weight according to the understanding of the particular Child/ Adult at Risk. However, it remains the professional's responsibility to take action to ensure safety and protection from abuse, harm and exploitation.

Key concepts in the safeguarding of Adults at Risk are 'Harm' and 'Significant Harm'. This helps to determine how serious or extensive abuse is, and to enable a proportionate response. All Adults at Risk have the right to be safeguarded from abuse, harm and exploitation.

9.4.2 Harm

'Harm' is defined as:

- Ill treatment
- The impairment of development and/ or an avoidable deterioration in physical and mental health
- Conduct that appropriates or adversely affects property, rights or interests (for example, theft or extortion).

9.4.3 Significant Harm

'Significant Harm' is defined as:

- The Child's or Adult at Risk's life is, or could be, under threat, for example, due to neglect or physical abuse
- There is, or could be, a serious, chronic or long lasting impact on the Child's/ Adult at Risk's health/ physical/ emotional/ psychological well-being
- The Child or Adult at Risk has little or no choice over vital aspects of their life, environment or financial affairs.

10. Depaul UK's Approach to Prevention and Empowerment

The most effective way to safeguard Children and Adults at Risk from abuse is to enable them to safeguard themselves. For Children under the age of 16, this is very much dependent upon their age, development and ability to understand and articulate risks. However, whilst this may vary greatly, using age-appropriate materials, resources and language will help. Therefore the following activities will be provided by everyone at Depaul UK who works directly with Children and Adults at Risk:

Helping Children and Adults at Risk to understand and be -

- Aware of abuse, harm or exploitation of which they may be at risk (for example, through being involved in any risk assessment or by discussions with staff)
- Know how they can reduce the risks (for example, avoiding individuals who have harmed them in the past; keeping their money safe, not carrying excess cash, keeping their personal information safe, screening/ not responding to strangers online)
- Know how they can report abuse, harm or exploitation
- Receive support during and following a disclosure or Safeguarding investigation

Depaul UK will support this through a range of methods including:

- Providing regular key-working and developing/ reviewing risk assessments and support plans on a minimum 3-monthly basis or sooner following an incident
- Working in partnership with specialist agencies and delivering one to one and group work to help promote understanding of risks and safer behaviour
- Developing resources and campaigns to improve safety and through using and promoting relevant external campaigns.

11. Procedures for Responding to Disclosure, Suspicion or an Allegation of Abuse and Reference Notes on Missing Person/ Absent from Home

No one at Depaul UK is responsible for deciding whether a Child or Adult at Risk has been, or is being subjected to abuse, or deciding if someone poses a real risk to a Child or Adults at Risk' welfare.

It is however, everyone's individual responsibility to take action to prevent their suffering if information is observed or obtained that indicates abuse may have occurred, or could occur.

11.1 Reporting/ Reporting Routes

Even if you have heard only rumours of abuse or you have a suspicion but do not have firm evidence, you must still report your concerns.

Suspected abuse could be committed by someone who is (or is not) an employee, student, trainee, volunteer or Trustee of Depaul UK, and could be against a Child or Adult at Risk who is or is not in receipt of a service from Depaul UK.

The process below (points 1 to 11) shows how Depaul UK employees, trainees, students and volunteers including Trustees must respond to a disclosure, suspicion or allegation of abuse.

It is imperative that everyone at Depaul UK familiarises themselves with these reporting procedures and follows them accordingly. If there is any doubt as to whether they should be followed, then guidance should be sought immediately from either your Line Manager or the Designated Safeguarding Officer during or out of office hours. Outside office hours you should contact Depaul UK's 'On-Call Manager'.

1. Harm/ Abuse - disclosed, suspected, discovered or a concern has been raised or a crime may have been committed?
2. If 'yes' to the above, is the Child or Adult at Risk in any immediate danger or need medical attention?
3. If 'yes' to the above, act first by contacting the emergency services via 999, inform your Line Manager (or on-call if out of hours) and DSO (or 'On-Call Manager') immediately. The purpose of the discussion between you, your Line Manager and the DSO is to **clarify the cause for concern and to decide whether there are sufficient grounds to refer to the Appropriate Safeguarding Authority (ASA)/ Local Safeguarding Children Board (LSCB)**. The decision to make a referral is made at service level. This means that no Child or Adult at Risk should suffer due to having to wait for a Manager or DSO to authorise a referral. However, your Line Manager and the DSO must be informed if a referral is made.
4. If the police attend, fully cooperate with their requests and if you are in doubt, seek immediate guidance from your Line Manager/ DSO or 'On-Call Manager'.
5. Even if the emergency services are not needed, proceed to immediately report your concerns to the **ASA or LSCB** for Children) in your region – by making a Safeguarding Referral to them by telephone.
6. If the emergency services have been contacted, your DSO or 'On-Call Manager' must alert the Executive Director for Services or in their absence, the Chief Executive Officer.
7. Complete Depaul UK's Incident, Safeguarding and Near Miss (ISN) Report and send it to your Line Manager and DSO within 24 hours. When completing an ISN, record what has happened, what you have been told; and what you have observed in as much detail as possible. This should include what was seen/ heard and the reasons for the concern or allegation; it should also include date, time and place of the alleged incident/ abuse. In addition and as far as possible, establish and provide the 'facts'. When recording information be factual, non-judgemental and impartial. State clearly your sources of information.
8. Follow up contact with your **ASA/ LSCB** in writing within 48 hours if first reported by telephone.
9. Fully cooperate and follow the guidance provided by **ASA/ LSCB** on the next steps to be taken and write these down clearly.
10. If you do not receive any feedback within 24 hours of making the **ASA/ LSCB** referral, you must follow this up in writing again to the **ASA/ LSCB** after 3 days of your original referral being made.

11. In all cases, you must immediately update the Child's/ Adult at Risk's records, including their risk and needs assessment and support plan and monitor with your Line Manager and DSO.

Even if there is no immediate danger identified and no obvious crime has been committed, you must still discuss your concerns with your Line Manager and DSO within 24 hours or sooner, and consult with your Local Authorities' Social Worker Consultation Service. Your DSO will inform you if you are still required to follow the above reporting procedures.

If you are still concerned and are confident that harm / abuse has occurred after discussing your concerns with you Line Manager, DSO and the Local Authorities' Social Worker Consultation Service, you must immediately discuss this with your Line Manager and DSO who will review the information together. The DSO will advise your Line Manager to follow this up in writing to the **ASA/ LSCB**, and this must also be reported to your Line Manager and DSO.

In the event that your Line Manager is not responding, you must escalate your concerns in the following order;

1. Depaul UK Designated Safeguarding Officer (DSO) , or in their absence/ no response, proceed to
2. Depaul UK Executive Director for Services (EDS) or in their absence/ no response, proceed to
3. Depaul UK Chief Executive Officer (CEO)

When contacting your relevant DSO, EDS or CEO you must do this via telephone (including text) and email.

These procedures acknowledge that out of usual office hours of Monday to Friday 9.00am to 5.00pm, contacting the DSO is replaced with contacting the Depaul UK 'On-Call Manager'.

Reference Notes on Missing Person/ Absent from Home

Managers must ensure they are familiar with, and implement local protocols (with statutory agencies such as the Police, Local Authority and Local Child Sexual Exploitation Teams) for Missing Person/ Absent from Home. As a minimum standard, all Managers must have localised procedures in place to advise staff teams what to do in the event of a missing person/ un-expected absence of a client. This must include the provision to report all missing persons/ un-expected absences to the local Police for children under the age of 18, and adults at risk who may be over the age of 18. Where a statutory duty exists (for Looked after Children on a full Care Order) and whereby the Child is missing or un-expectedly absent from home – a Depaul UK Incident, Safeguarding or Near-Miss Report must be completed.

11.2 Responding Appropriately to the Child/ Adult at Risk and Dealing with Disclosures

- Listen carefully and take the information/ disclosure seriously. Repeat their words to clarify what they have said, if necessary.
- Remain calm and try to be reassuring. Try to be self-aware regarding showing your own emotions as this can often result in the individual dealing with your emotional reaction in addition to their own experience. Affirm that they have done the right thing in telling you.
- DO NOT promise the Child or Adult at Risk that you can keep the alleged abuse secret
- DO NOT attempt to investigate the matter yourself as this could jeopardise any future legal proceedings. It is not your role to do this
- DO NOT express any opinion regarding what you are being shown/ told but do say that you have heard what they are saying and are taking it seriously

- Never tell the young person that what they have told you is a secret. Explain that you have a duty to pass this information onto people who can help. Be explicit as to whom these people are. Also be explicit as to who will not be informed by you (School, College, Alleged Perpetrator)
- If you do need to clarify the concern, ask non-leading questions and aim to gather factual information. For example "can you tell/ describe what happened?"; "when did it happen?" etc. so that you are in a better position to inform the DSO and **ASA/ LSCB**. Keep your questions open and non-judgemental
- Explain what actions will be taken
- Keep an accurate record of your conversations and the actions and decisions taken by yourself and others
- DO NOT confront anyone who is alleged to be responsible for what has happened, and do not tell them that allegations have been made about them
- If there is the possibility that a criminal offence has been committed, do not tamper with or move any potential evidence and don't 'clean up' as this could be detrimental to any investigation
- If you think a criminal offence has been committed, tell your Manager, the DSO and call the police then contact the ASA/LSCB
- Be mindful that information relating to safeguarding issues can be highly sensitive. You should ensure that any records are kept safe and confidential at all times and that any conversations are conducted in appropriate locations to avoid being overheard and breaching an individual's privacy
- The purpose of the discussion between you, your Line Manager and the DSO is to **clarify the cause for concern and to decide whether there are sufficient grounds to refer to the ASA/ LSCB**. The DSO is responsible for making the referral decision, and this may be delegated to you or your Line Manager.

11.3 Social Worker Consultation Service

Some regions have a Social Worker Consultation Service available. Where available, if you are unsure as to whether to contact the ASA/LSCB, you may want to take advantage of the local Social Worker Consultation Service.

This service provides an opportunity for agencies to explore cases where there is an anxiety or concern, without making a formal referral. If a decision is made to contact a Social Worker Consultation Service you must follow the local procedure and contact details laid out in Appendix 1.

You must clearly establish that you are not making a referral, but requesting a consultation. No names will be recorded and the family will not be informed that a consultation has taken place.

The consultation will be recorded by the Social Worker and any advice given by the Social Worker must be acted on by you, even if this means handing it over directly to your Line Manager.

If a decision is made not to contact the ASA/LSCB, then you must create a record outlining the reasons why this decision was taken with any review dates planned. This should be shared with your Line Manager immediately and in writing.

11.4 Referral to the Local/ Appropriate Safeguarding Authority (LSA/ASA)

If a decision is made by the DSO to make a referral to the LSA, you must follow the local procedure and contact details laid out in Appendix 1.

When making the referral you will need to state clearly that this is a Child Protection or Adult at Risk referral and be prepared to provide the following information:

- Your own details
- Known information about the child or young person
- The Child's/ Adult at Risk's name, address, DOB and other primary information
- Details of the concern
- The source of the information
- The parent's or carer's response to the concerns, if aware
- Whether the Child/ Adult at Risk or their family are already aware of the referral or have asked you to make it
- Dates and any other relevant facts or sources.

When making the referral you should record the name and job title of the Social Worker to whom details have been passed both on the Depaul UK ISN form and the client's file.

If you are in doubt as to whether to inform the Child or Adult at Risk or their family members that you are making the referral because of concern that it may increase risk to the victim or others, you seek advice from the Duty Officer of the Social Care Assessment Team.

It is a legal requirement that all referrals should be confirmed in writing to the LSA within two working days. Depaul UK requires that this obligation be adhered to by all employees, students, trainees or volunteers including Trustees.

It is the responsibility of the person who made the referral to contact the Safeguarding Authority after reporting the case in order to find out what action has been taken and to record this (*If this is not possible, e.g. because of staff leave or departure of staff member, this responsibility must be clearly handed over*). If you consider their response is unsatisfactory, you must inform your Line Manager and the DSO in order to agree whether to escalate the issue by reporting concerns to a senior manager within Children's/ Adults' Services.

When making a referral, this will be dealt with by a **LADO (Local Authority Designated Officer)**. The role of the LADO is set out in Working Together to Safeguard Children (2015), and is governed by the Authority's duties under section 11 of the Children Act 2004.

The LADO is responsible for:

- Providing advice, information and guidance to employers and voluntary organisations around allegations and concerns regarding paid and unpaid workers
- Managing and overseeing individual cases from all partner agencies
- Ensuring the Child's/ Adult at Risk's voice is heard and that they are safeguarded
- Ensuring there is a consistent, fair and thorough process for all adults working with Children and Adults at Risk against who an allegation is made
- Monitoring the progress of cases to ensure they are dealt with as quickly as possible
- Recommending a referral and chairing the strategy meeting in cases where the allegation requires investigation by police and/or social care.

The LADO is involved from the initial phase of the allegation being made through to the conclusion of the case. The LADO is available to discuss any concerns and to assist you in deciding whether

you need to make a referral and/or take any immediate management action to protect a Child or Adult at Risk.

11.5 Depaul UK Designated Safeguarding Officer Responsibilities in Appropriate Safeguarding Authority / Local Safeguarding Children's Board Referral

When considering if an alert or concern is to be referred to the **ASA/ LSCB**, the following factors should be considered:

- Is the person affected a Child or Adult at Risk and are they at risk?
- Is there a person responsible for the (alleged) harm/ abuse because of something they did or did not do?
- Did the abuse/ harm occur due to a failure in care, a breach of policy and procedure, or a breach of professional code of practice?
- Has the person been harmed?
- Is there a potential risk of significant harm to them or another person?
- Is there a breach of law?
- Do the persons involved not have sufficient mental capacity?

If any of the above applies, a Safeguarding Referral must be made to the relevant **ASA/ LSCB** or follow localised procedures.

On receiving a report of suspected abuse you must within 24 hours:

- Consider the risk issues
- Decide on any action to be taken
- Accurately record this assessment on the ISN Report for the case.

Where it is unclear whether any abuse or harm has occurred, possible courses of action may include further internal fact-finding and discussion of the matter with the local safeguarding team.

Concerns about serious harm, sexual abuse, physical danger and crime must be reported immediately.

11.6 Mental Capacity and Consent

The Mental Capacity Act 2005 (Amended by the Mental Health Act 2007) states that Mental Capacity is defined as the ability to make a decision. This includes:

- The ability to make a decision that affects daily life – such as when to get up, what to wear and whether to see a doctor if feeling ill, and
- More serious decisions that may have wider or legal consequences – such as agreeing (or not) to medical treatment
- Anyone at Depaul UK may find themselves working with a Child or Adult at Risk who may lack the capacity to make decisions for themselves. It may be necessary for decisions to be made on their behalf, and such decision-making must be taken with regard to the provisions of the Mental Capacity Act (MCA) and its associated code of practice.
- The primary purpose of the MCA in relation to Children or Adults at Risk is to promote and safeguard decision-making within a legal framework. It does this by empowering those Children or Adults at Risk to make decisions for themselves, wherever possible, and by protecting them by providing a flexible framework that places individuals at the heart of the decision-making process. (For the purposes of the MCA an adult is anyone aged 16 upwards.)

Capacity and consent are crucial to deciding whether an act or relationship is abusive.

Capacity means that the individual must be able to comprehend and retain information, weigh it up and arrive at a decision. A person with capacity has the right to make his/her own decisions – even if seemingly unwise, risky or irrational ones.

If there is no real 'choice' because a relationship is unequal, (e.g. family relationships, authority, threat, power imbalance), then consent is not meaningfully given.

Capacity is a pre-requisite of consent.

Depaul UK acknowledges that Children and Adults at Risk have legal, social and moral rights to self-determination within their lives. We will work with Children and Adults at Risk to:

- Respect their rights to make choices about their activities and relationships
- Provide information and guidance to them around the issues of abuse. This may involve accessing specialised groups or support for individuals
- Work with them to make changes to their situation
- Support them to recognise where they may have been a victim of a crime. Assist their recourse to justice if required within the criminal and justice systems
- Employees, students, trainees, volunteers and Trustees, will constantly review their understanding of someone's 'capacity' to decide whether an act or relationship is abusive.

11.7 Procedure for Allegations/ Suspected Abuse by a Depaul UK Employee, student, trainee or volunteer (including Trustees)

11.7.1 Allegation or Suspicion involving an Employee, student, trainee or volunteer (including Trustees)

Depaul UK's primary concern is to ensure the safety of Children and Adults at Risk, so it is essential in all cases of suspected or alleged abuse that action is taken quickly and professionally. Anyone who has - or becomes aware of, any concern, suspicion or allegation that could indicate abuse by an employee, student, trainee or volunteer (including Trustees) must report it. All reports made will be taken seriously and thoroughly investigated. Depaul UK acknowledges that this will be a distressing and stressful situation for all involved, and will support all parties involved throughout the process.

Depaul UK assures all staff that it will fully support and protect anyone who in good faith reports their concerns about a colleague's practice. Allegations against employees or volunteers may also be raised through the Grievance and/ or Whistleblowing Policy and Procedures. They may also arise in Disciplinary Proceedings. If this is the case, Safeguarding Procedures will take precedence and other procedures will be suspended whilst any statutory safeguarding investigation is completed. Anyone raising a concern will be supported in line with Depaul UK's Whistle-Blowing Policy and Procedures.

Employees, trainees, students and volunteers (including Trustees) against whom allegations are made, will be given copies of this Policy and Procedure, kept informed throughout the process as appropriate, and reminded of Depaul UK's Employee Assistance Helpline.

In the event that any employee, student, trainee or volunteer (including Trustees) suspects any other colleague of abusing a Child or Adult at Risk, it is their responsibility to bring these concerns to the Designated Safeguarding Officer.

Such concerns might arise if an employee, student, trainee, volunteer or Trustees appears to have:

- Behaved in a way that has harmed or may harm a Child or Adult at Risk;
- Committed a criminal offence against or related to a Child or Adult at Risk; or
- Behaved towards a Child or Adult at Risk in a way that indicates s/he may be unsuitable to work with these groups.

Primary Consideration must be given to:

- Supporting the Child or Adult at Risk or the person making the allegation and, if necessary, in reaching a decision about suspension and disciplinary action being taken. In such cases suspension will be used as a neutral act which is designed both to protect the Child or Adult at Risk and the employee, student, trainee or volunteer including Trustees.

11.7.2 Allegation/ Suspicions Concerning the Lead DSO

If the allegation concerns the Lead DSO, the matter should be discussed with the Executive Director of Services who will then discuss it with the CEO and the Chair of the Council of Trustees.

11.7.3 Allegation/ Suspicions Concerning the CEO

If the allegation concerns the CEO, the matter must be discussed with the Executive Director of Services who will discuss it with the Chair of the Council of Trustees.

11.7.4 Process

The DSO will immediately inform the Executive Director for Services, who has lead organisational responsibility for safeguarding Children and Adults at Risk.

The Executive Director for Services will then assess if the allegation threshold is criminal, constitutes abuse (including negligence), or contravenes local or professional codes of conduct, and whether to immediately report the matter to the Police and **ASA/ LSCB**. In such cases, the Executive Director for Services may delegate this responsibility to the DSO, but must oversee it being undertaken and holds ultimate responsibility for it being reported. The DSO will also assess, in consultation with the Head of Human Resources if suspension and/ or disciplinary procedures should be applied. In addition, the Executive Director for Services will undertake or delegate any follow up actions requested by the Police or the Local Authority Designated Officer (LADO) who provides advice and guidance to employers and voluntary organisations, liaises with the police and other agencies and monitors the progress of cases to ensure that they are dealt with as quickly as possible. The LADO will offer advice on the management of the process and will arrange for a strategy meeting/discussion to be held, if required.

The LADO is not the investigating officer, but will provide advice and guidance on the management of the investigation. The LADO should be approached prior to a decision on suspension.

If there is the possibility of a criminal investigation, then the Police and the External Commissioner, if required by the contract, must be consulted before the person who is the subject of the allegation is informed. This will enable consideration of any previous allegations known to the authorities.

Disciplinary procedures may be suspended at the request of the Police or the **ASA/ LSCB** if there are concerns that internal investigations and procedures may impede a statutory or criminal investigation.

Human Resources must inform Depaul UK's insurers if this is agreed to be appropriate by the Executive Team.

If following allegations against a Depaul UK staff member, a subsequent Adult at Risk or child protection investigation by Children's Social Care / Police results in no further action, Depaul UK may nevertheless still need to process the matter through its internal disciplinary or capability procedures.

On conclusion of Depaul UK's investigations, should the allegations of serious professional misconduct involving abuse be upheld, we reserve the right to report our findings to any professional body the employee may belong to or report the matter to the Independent Safeguarding Authority (ISA). Where an employee, student, trainee, volunteer or Trustee resigns or leaves prior to the conclusion of an investigation or disciplinary action relating to a safeguarding/ protection issue or is dismissed as a result of a safeguarding/ protection investigation or disciplinary action, the investigation must be completed and the findings recorded on their personnel file as well as referred to the ISA, if required.

Any detailed information about a case will be confined to the DSO, the CEO (if not involved in the allegations), parents/ guardians /carers and the relevant statutory authorities.

11.7.5 Decision Making

Once a referral has been made to the LADO the Appropriate Safeguarding Authority's/ Local Safeguarding Children Board's procedures for 'Allegations against employees, students, trainees and volunteers' will be followed. In general the following process will take place if the allegation appears to have some foundation and there is reason to believe that a Child or Adult at Risk is suffering or is likely to suffer abuse or harm. A strategy discussion will be arranged by the LADO:

- If the allegation is such that it is clear to the LADO that investigations by police and/or enquiries by the **ASA/ LSCB** are not necessary the LADO will discuss the next course of action with the appropriate manager in Depaul UK;
- Where there is disagreement about the course of action to be followed, the LADO should make the final decision, which will be guided by what is in the best interests of the Child/ Adult at Risk;
- The LADO must keep and maintain appropriate records which ensure there is a written chronology of discussions, decisions and actions taken.

12. Participation in Local Authority-led Safeguarding Actions

All Depaul UK Trustees, staff, students, volunteers and trainees are expected to co-operate and participate in any safeguarding investigations led by the Local Authority. This may include providing further reports and information, acting as a witness, attending case conferences, and inputting into Safeguarding Strategies and Plans.

13. Monitoring and Review

The DSO should be updated on key developments in cases in real time and in particular:

- The decision of the Local Authority to investigate (or not) and any lack of response
- Any further involvement from Depaul UK in safeguarding activities.

Safeguarding will be reviewed on a minimum quarterly basis by both the Depaul UK Executive Team and Services Committee through reports which will provide trend analysis information.

These will be reviewed in order to ensure Depaul UK's Policies, Procedures and Strategies are relevant and effective. Information reviewed will include;

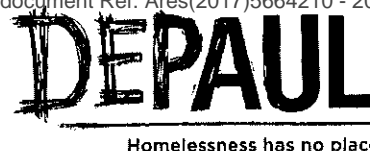
- The nature of the abuse and/or risk factors
- How quickly the concern was reported to the DSO and/or the Lead Officer in relation to the required reporting timescales
- How quickly an alert was made to the Police/Social Services/Appropriate Safeguarding Authority/ Local Safeguarding Children Board
- The quality of information recorded internally
- The quality of input into safeguarding processes (feedback from Police/Social Services/safeguarding team)
- The outcomes of the safeguarding processes
- Whether any incidents highlighted training issues or a need to amend Depaul's procedures.

14. Support for Depaul UK Employees, Students, Trainees, Volunteers and Trustees

Safeguarding can raise difficult and emotional issues for all people involved. At Depaul UK we want to ensure that appropriate support is available to employees, students, trainees and volunteers including Trustees. This will include one-to-one support from your Line Manager, advice and guidance from the DSOs, support through supervision, case reviews, team meetings and team debriefs, access to the free [Employee Assistance Helpline](#) (available 7 days a week, 24 hours a day) and access to the internet to identify further information and sources. This will be provided in addition to induction and compulsory training and refresher training on Safeguarding.

15. Continuous Improvement Renewal Clause

This Policy and Procedures will be reviewed annually after its issue date to determine its continued relevance, effectiveness and appropriateness. This Policy and Procedures may be assessed before then if necessary to reflect substantial organisational changes - following an inspection, review or validation visit, as recommended by auditors, or as a result of changes to the law - or as required by Depaul UK Governance structures.



Appendix 1: Relevant Contact Details

All Depaul Designated Safeguarding Officers must complete this Appendix with the contact details for all of the Local Safeguarding Authorities in which they deliver services and ensure Managers display a copy which is accessible to ALL employees, trainees, students and volunteers

Depaul UK Designated Safeguarding (including CSE) Officers

Steve McKinlay – Area Director North/ North East 07766 253 284
steve.mckinlay@depaulcharity.org.uk

Brian Smith – Area Director London & South 07436 102 897
brian.smith@depauluk.org

Nick Sinclair – Head of Volunteering and Programmes 07920 650 578
nick.sinclair@depaulcharity.org.uk

Depaul UK Overall Designated Safeguarding Lead

Alexia Murphy - Executive Director of Services 07776 768 718
alexia.murphy@depaulcharity.org.uk

Depaul UK Chief Executive Officer

Martin Houghton-Brown - Depaul UK Chief Executive Officer 07760 776 184
Martin.houghton-brown@depaulcharity.org.uk

Depaul UK Designated Trustee for Safeguarding Children and Adults at Risk (including CSE)

Dr Carole Easton (Chief Executive Young Women's Trust) and
 Depaul Council of Trustees 020 7600 7451
carole.easton@youngwomenstrust.org

Local Safeguarding Authority procedures / contact details for responding to disclosure, suspicions and allegations of abuse of a Child or Adult at Risk.

Children (under the age of 18) *Contact details including out of hours*

Adults at Risk (over the age of 18) *Contact details including out of hours*

It is a legal requirement that all referrals **must** be confirmed in writing to the Children's Social Care Assessment Team within **two working days**, and this must be adhered to, and completed on a multi-agency referral form, available on the following link: *Appropriate link*

Locality Social Worker Consultation (If available within region) *Contact details including out of hours*

Any other relevant local information or sources of information [Link Here](#)



Appendix 2: Legal and Policy External Framework for Safeguarding / Further Information

Safeguarding Children and Young People up to the age of 18

Children Act 1989

Section 17(1): it is the duty of every local authority to safeguard and promote the welfare of children within their area who are in need

Section 17 (10): a child is in need if they are unlikely to achieve or maintain or have the opportunity of achieving or maintaining a reasonable standard of development without the provision of services under Part III of the Children Act 1989.

Section 20 (1): Every local authority shall provide accommodation for any child in need within their area who appears to them to require accommodation as a result of:

- a. There being no person who has parental responsibility for them;
- b. Their being lost or having been abandoned;
- c. The person who has been caring for them being prevented (whether or not permanently, and for whatever reason) from providing them with suitable accommodation or care.

Section 47 (1): where a local authority is informed or has reasonable cause to suspect a child who lives or is found in their area is suffering or likely to suffer significant harm they must make enquiries as they consider necessary to decide if they should take action to safeguard and promote the child's welfare.

Children Act 2004

The Children Act, 2004 was a direct result of the findings by Lord Laming into the death of Victoria Climbié.

The salient points of that Act which staff and volunteers need to know are:

Section 10 of the Act embodies:

- a. The need for co-operation between local authorities and **all** agencies working with children to improve their well-being;
- b. The duty of local authorities to take account of the views, wishes and feelings of children and young people involved in child protection investigations and when providing services to children in need.

Section 11 sets out an organisation's responsibilities to safeguard and promote children's welfare. These include:

- The need to work effectively with the Local Safeguarding Children Board (LSCB)
- To ensure that staff and volunteers are aware of their responsibilities for safeguarding and promoting the welfare of children

- To ensure staff and volunteers know how they should respond to child protection concerns and make a referral to the local authority or the police
- Having a senior (board) level lead for the organisation's safeguarding
- Establishing a culture of listening to children and young people that takes their feelings and wishes into consideration
- Making arrangements which clearly set out the processes for sharing information with other professionals and the LCSB
- Having in place robust safer recruitment policies and procedures
- Having adequate support and supervision for staff, including safeguarding training
- Having clear policies for dealing with allegations against people working with children and young people.

The **Children Act 2004** can be viewed [here](#).

Local Safeguarding Children Boards were established under this legislation.

Working Together to Safeguard Children: HM Govt. March 2015

Working Together to Safeguard Children 2015 (This document is for children and young people but, its principles also provide a sound basis for working with Adults at Risk).

Working Together sets out how organisations and individuals should work together to safeguard and promote the welfare of children and young people in accordance with the Children Act 1989 and the Children Act 2004.

Procedural advice and guidance contained in 'Working Together To Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children' sets out the expectations of those working with children to ensure their safety. It should be seen as a day-to-day operational statutory guidance document.

(Click here for a link to [Working Together 2015](#))

Safeguarding Adults at Risk

No Secrets: This is statutory guidance in developing and implementing multi agency policies and procedures to protect Adults at Risk from abuse. It has been superseded by [The Care Act 2014](#).

Safeguarding Adults: Advice and guidance for Directors of Adult Social Services
<http://www.adass.org.uk/>

Statement of Government Policy on Adult Safeguarding.

This sets out the six key principles of adult safeguarding:

- Empowerment (presumption of person-led decisions and informed consent)
- Prevention
- Proportionality
- Protection
- Partnership
- Accountability

The Care Act 2014 <http://www.scie.org.uk/care-act-2014/safeguarding-adults/>

The Care Act 2014 sets out a clear legal framework for how local authorities and other parts of the system should protect adults at risk of abuse or neglect. Local authorities have new safeguarding duties. They must:

- **lead a multi-agency local adult safeguarding system** that seeks to prevent abuse and neglect and stop it quickly when it happens
- **make enquiries, or request others to make them**, when they think an adult with care and support needs may be at risk of abuse or neglect and they need to find out what action may be needed
- **establish Safeguarding Adults Boards**, including the local authority, NHS and police, which will develop, share and implement a joint safeguarding strategy
- **carry out Safeguarding Adults Reviews** when someone with care and support needs dies as a result of neglect or abuse and there is a concern that the local authority or its partners could have done more to protect them
- **arrange for an independent advocate** to represent and support a person who is the subject of a safeguarding enquiry or review, if required.

Any relevant person or organisation must provide information to Safeguarding Adults Boards as requested.

The Sexual Offences Act 2003 (covers young people, Adults at Risk and children)

The Sexual Offences Act came into force on 1 May 2004. The Act is split into two parts - The first is devoted to sexual offences, creating new offences and widening the scope of existing ones, and The second cover offenders - with an emphasis on the protection of vulnerable individuals.

The Act makes changes to the following:

- Rape and Consent;
- Child Sex Abuse;
- Prosecutions of persons under 18;
- How the law affects those who advise children
- Abusive parents and carers;
- Sexual Offences involving the Internet and 'grooming';
- Monitoring convicted sex offenders.

There are a series of new offences and protections under the Act, which include: trafficking persons for the purposes of sexual exploitation; the prevention of children being abused through prostitution and pornography; the protection of Adults at Risk with a mental disorder from sexual abuse and a new offence of voyeurism. (For detailed guidance click to link to **[Sexual Offences Act Guidance Part 1 & Part 2](#)**)

Data Protection Act 1998

For further information regarding the Data Protection Act 1998 and Principles of the Act, please visit www.ico.gov.uk

The following provides expert information, advice and resources that can help with the prevention of harm and understanding of the options and best practice available to support victims of abuse.

Child abuse: NSPCC Helpline - <http://www.nspcc.org.uk/what-you-can-do/report-abuse/>

Child sexual abuse - '[Stop It Now](#)' website

Child Sexual Exploitation and Trafficking

- National Working Group: <http://www.nwgnetwork.org/> - also hosts a wide range of resources from other agencies
- Barnardo's resources and research
[http://www.barnardos.org.uk/what we do/policy research unit/research and publications/sexual exploitation research resources.htm](http://www.barnardos.org.uk/what_we_do/policy_research_unit/research_and_publications/sexual_exploitation_research_resources.htm)

Search online for your Local Authority's Local Safeguarding Adults and Local Safeguarding Children's Board.

Child Protection and Welfare Policy

SAFE Ireland

January 2014



ireland

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Child Protection and Welfare Policies and Procedures for: SAFE Ireland

Unit 5

Centre Court

Blyry Business Park

Athlone

Co. Westmeath

Ireland

Designated Liaison Person:

Sharon O'Halloran

Signature: 

Adopted: January 2014

1 POLICY STATEMENTS, PRACTICE PRINCIPLES AND DEFINITIONS OF CHILD ABUSE

1.1 Child Protection and Welfare Policies

Child Protection and Welfare Policies for:

SAFE Ireland

Unit 5

Centre Court

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Ireland

- We are opposed to all forms of child abuse and we believe that children have the right to grow up free from harm and neglect in an environment supportive of their development;
- We believe that no child should be subjected to physical, sexual, verbal or emotional abuse or neglect;
- We consider that domestic violence is a child protection and welfare issue;
- We understand that the protection and welfare of children in our organisation is the responsibility of ALL members of staff, volunteers and associated personnel, whether or not their work brings them into direct contact with children;
- We will ensure that staff members are familiar with literature and research into the effects and consequences of childhood exposure to domestic violence;
- We will ensure that staff members are equipped with the knowledge to recognise and respond to Child Protection and Welfare concerns through appropriate training;
- We will work with SAFE Ireland in evaluating and updating our Child Protection and Welfare document, including reviewing its effectiveness and identifying staff training support needs, as required.

1.2 Children First Principles

We **SAFE Ireland** fully subscribe to **Children First's** key principles that inform best practice in child protection and welfare (See CF 1.1), which are:

- (i) The welfare of children is of paramount importance.

- (ii) Early intervention and support should be available to promote the welfare of children and families, particularly where they are vulnerable or at risk of not receiving adequate care or protection. Family support should form the basis of early intervention and preventative interventions.
- (iii) A proper balance must be struck between protecting children and respecting the rights and needs of parents/carers and families. Where there is conflict, the child's welfare must come first.
- (iv) Children have a right to be heard, listened to and taken seriously. Taking account of their age and understanding, they should be consulted and involved in all matters and decisions that may affect their lives. Where there are concerns about a child's welfare, there should be opportunities provided for their views to be heard independently of their parents/carers.
- (v) Parents/carers have a right to respect and should be consulted and involved in matters that concern their family.
- (vi) Factors such as the child's family circumstances, gender, age, stage of development, religion, culture and race should be considered when taking protective action. Intervention should not deal with the child in isolation; the child's circumstances must be understood within a family context.
- (vii) The criminal dimension of any action must not be ignored.
- (viii) Children should only be separated from parents/carers when alternative means of protecting them have been exhausted. Re-union should be considered in the context of planning for the child's future.
- (ix) The prevention, detection and treatment of child abuse or neglect requires a coordinated multidisciplinary approach, effective management, clarity of responsibility and training of personnel in organisations working with children.
- (x) Professionals and agencies working with adults who for a range of reasons may have serious difficulties meeting their children's basic needs for safety and security should always consider the impact of their adult client/patient's behaviour on a child and act in the child's best interests.

1.3 Additional Principles

We fully subscribe to *Children First* principles and adopt the following additional principles to reflect the specialist nature of domestic violence services:

- We understand that domestic violence is a child protection and welfare issue. We are committed to communicating our child protection and welfare policy, in particular our organisational responsibilities and confidentiality policy, to women receiving our services at the earliest opportunity, preferably at their first point of contact with our service;
- We know that empowering and protecting women is often an effective method of child protection. We believe that in domestic violence situations the safety of a child is most often linked to the safety of their mother and we believe that by supporting a woman to secure protection and by providing support and advocacy to her, that the well-being of her children will often be promoted. This is what we understand as woman protection being the best form of child protection;
- In our interactions with women it is our intention to be supportive, encouraging and open. We are committed to creating a supportive non-judgemental environment where women feel safe and can engage with our service at their own pace. We acknowledge that is never easy to address child protection concerns, particularly where a woman has turned to our service for support and safety as a result of her experience of abuse and violence. We understand that women sometimes have genuine anxieties in expressing concerns about their children for fear of sanctions and so may feel very challenged by us discussing possible child welfare and protection concerns. We believe we can support women **and** maintain the paramouncy principle regarding child welfare

- We believe that child protection and welfare is primarily the responsibility of a child's parent(s). In our work with women we aim to support them in protecting their children and safeguarding their own well-being through service provision, support and advocacy (as appropriate) in the context of an ethos of partnership and in a way that ensures that choice and agency remains with the woman, where possible;
- We understand the need to recognise the possibility that a women experiencing domestic violence and seeking support from our service may also be abusing her children;
- Being advocates for women is **always** central to our work. This means that in dealing with child protection issues internally and with statutory agencies, we will ensure in so far as possible that the mother has a central role (unless to do so puts a child at risk);
- The psychological welfare of children is most often inseparable from that of their mother's. We advocate that in child protection situations where the primary focus of concern is a child, responses take into account the context of domestic violence. We understand that the needs of women and children are interlinked and believe that child protection responses need to take account of this, so as not to focus on a child protection problem to the exclusion of a domestic violence problem;
- We respect the confidentiality of information entrusted to us, whilst understanding that this excludes any information needed for the protection and safeguarding of children;
- We believe that effective inter-agency work is essential in addressing the issue of domestic violence and in safeguarding of children in families in which such abuse occurs;
- We believe that children have the right to have their protection and welfare needs met in a culturally appropriate manner. We do not condone cultural 'norms' as a justification for abusive behaviour. We understand that children from diverse cultural, ethnic and social environments and backgrounds may have different experiences of abuse and may, in addition, experience racism and discrimination.

1.4 Definitions Of Child Welfare and Child Abuse

1.5 Child Welfare

The *Child Protection and Welfare Practice Handbook* defines child welfare concerns as 'problems experienced directly by a child, or by the family of a child, that are seen to impact negatively on the child's health, development and welfare, and that warrant assessment and support, but may or may not require a child protection response.

Children First identifies four categories¹ of child abuse; neglect, emotional abuse, physical abuse and sexual abuse (Children First, Section 2). Appendix 1 in '*Children First*' provides a more detailed list of signs and symptoms of child abuse. **Note:** In *Children First*, a 'child' means a person under eighteen years old, excluding a person who is, or has been, married.

1.6 Neglect

Neglect is the most common type of child abuse. Neglect is defined in terms of an *omission*, where a child suffers significant harm or impairment of development by being deprived of food, clothing, warmth, hygiene, intellectual stimulation, supervision and safety, attachment to and affection from adults, and/or medical care. Harm can be defined as the ill-treatment or the impairment of the health or development of a child. Whether it is *significant* is determined by the child's health and development as compared to that which could reasonably be expected of a child of similar age.

¹ We will use the term 'child abuse' throughout this document as an inclusive term for all four categories of child abuse, which are: neglect, emotional abuse, physical abuse and sexual abuse.

Neglect generally becomes apparent in different ways *over a period of time* rather than at one specific point. For example, a child who suffers a series of minor injuries may not be having his or her needs met in terms of necessary supervision and safety. A child whose height or weight is significantly below average may be being deprived of adequate nutrition. A child who consistently misses school may be being deprived of intellectual stimulation. The *threshold of significant harm* is reached when the child's needs are neglected to the extent that his or her well-being and/or development are severely affected.

A distinction is made between 'wilful' neglect and 'circumstantial' neglect. 'Wilful' neglect would generally incorporate a direct and deliberate deprivation by a parent/carer of a child's most basic needs, for example, withdrawal of food, shelter, warmth, clothing, contact with others. 'Circumstantial' neglect more often may be due to stress/inability to cope by parents or carers. It is useful to consider this differentiation and to be familiar with the different instances of neglect. More detail is available in the *Child Protection and Welfare Practice Handbook*, (CPWPH 1.5).

Neglect is categorised into four different levels:

- **Mild neglect** usually does not warrant a report to the Child Protection Notification System (CPNS)², but might necessitate a community-based intervention (eg, a parent failing to put the child in a car safety seat)
- **Moderate neglect** occurs when less intrusive measures, such as community interventions, have failed or some moderate harm to the child has occurred (eg, a child consistently is inappropriately dressed for the weather, such as being in shorts and sandals in the middle of winter). For moderate neglect, the Social Work Service may be involved in working in partnership with community support
- **Severe neglect** occurs when severe or long-term harm has been done to the child (eg, a child with asthma who has not received appropriate medications over a long period of time and is frequently admitted to hospital). In these cases, the Social Work Service will undertake an investigation, which may involve legal proceedings
- **Chronic neglect** can be defined as '*patterns of the same acts or omissions that extend over time or recur over time*'. An example of chronic neglect would be parents with substance abuse problems who do not provide for the basic needs of their children on an ongoing basis. Because some behaviours are considered as neglect only if they occur on a frequent basis, it is important to look at the **history** of behaviour rather than focusing on one particular incident.

1.7 Emotional Abuse

Emotional Abuse is normally to be found in the *relationship* between a parent/carer and a child rather than in a specific event or pattern of events. It occurs when a child's developmental need for affection, approval, consistency and security are not met. Unless other forms of abuse are present, it is rarely manifested in terms of physical signs or symptoms. Examples may include:

- i. The imposition of negative attributes on children, expressed by persistent criticism, sarcasm, hostility or blaming;
- ii. Conditional parenting in which the level of care shown to a child is made contingent on his or her behaviours or actions;
- iii. Emotional unavailability by the child's parent/carer;
- iv. Unresponsiveness of the parent/carer and/or inconsistent or inappropriate expectations of the child;
- v. Premature imposition of responsibility on the child;
- vi. Unrealistic or inappropriate expectations of the child's capacity to understand something or to behave and control himself or herself in a certain way;
- vii. Under or over-protection of the child;

² For more information about the Child Protection Notification System, see CF 5.17

- viii. Failure to show interest in, or provide age-appropriate opportunities for, the child's cognitive or emotional development;
- ix. Use of unreasonable or over-harsh disciplinary measures;
- x. **Exposure to domestic violence**
- xi. Exposure to inappropriate or abusive material through new technology

Emotional abuse can be manifested in terms of the child's behavioural, cognitive, affective or physical functioning. Examples of these include insecure attachment, unhappiness, low self-esteem, educational and developmental under-achievement and oppositional behaviour. The *threshold of significant harm* is reached when abusive interactions dominate and become *typical* of the relationship between the child and the parent/carer.

1.8 Physical Abuse

Physical Abuse of a child is that which results in actual or potential harm from an interaction, or lack of interaction, which is reasonably within the control of a parent or person in a position of responsibility, power or trust. There may be single or repeated incidents. Physical abuse can involve:

- i. severe physical punishment;
- ii. beating, slapping, hitting or kicking;
- iii. pushing, shaking or throwing;
- iv. pinching, biting, choking or hair-pulling;
- v. terrorising with threats;
- vi. observing violence;
- vii. use of excessive force in handling;
- viii. deliberate poisoning;
- ix. suffocation;
- x. fabricated/induced illness;
- xi. allowing or creating a substantial risk of significant harm to a child.

1.9 Sexual Abuse

Sexual Abuse occurs when a person uses a child for gratification or sexual arousal, or for that of others. Examples of child sexual abuse include:

- i. Exposure of sexual organs or any sexual act intentionally performed in the presence of a child;
- ii. Intentional touching or molesting of a child's body by a person or object for the purpose of sexual arousal or gratification;
- iii. Masturbation in the presence of a child or the involvement of a child in an act of masturbation;
- iv. Sexual intercourse with a child - oral, vaginal or anal;
- v. Sexual exploitation of a child includes inciting, encouraging, propositioning, requiring or permitting a child to solicit for, or to engage in, prostitution or other sexual acts. Sexual exploitation also occurs when a child is involved in the exhibition, modelling or posing for the purpose of sexual arousal, gratification or sexual act, including its recording (on film, video tape or other media) or the manipulation, for those purposes, of the image by computer or other means. It may also include showing sexually explicit material to children, which is often a feature of the 'grooming' process by perpetrators of abuse;
- vi. Consensual sexual activity involving an adult and an under-age person. In relation to child sexual abuse, it should be noted that, for the purposes of the criminal law, the age of consent to sexual intercourse is 17 years for both boys and girls. An Garda Síochána will deal with the criminal aspects of the case under the relevant legislation.

NOTE: It should be noted that the definition of child sexual abuse presented is not a legal definition and is not intended to be a description of the criminal offence of sexual assault.

There are other instances where concerns for the safety and welfare of a children or young people may surface. Examples of such instances include:

- Concerns in relation to a child or young person self-harming
- Concerns that a child or young person may be 'trafficked'
- Suspicions that a child may be the subject of planned female genital mutilation (FGM)
- Fears that a young woman may be the subject of a forced marriage
- Worries that a woman may be the subject of honour-based violence

In such instances, the concerns should be brought to the attention of the Designated Liaison Person who will consult with the appropriate authorities (HSE or An Garda Síochána).

1.10 Children with Additional Vulnerabilities

According to Children First *'certain children are more vulnerable to abuse than others and may include children with disabilities, children who are homeless, and those who, for one reason or another, are separated from their parents or other family members and who depend on others for their care and protection'* (CF 2.8). The same categories of child abuse are applicable. However for children with additional vulnerabilities they may take a slightly different form, such as, inappropriate use of medications or physical restraints or harsh disciplinary regimes.

Fatal Child Abuse: There are occasions where children have died as a result of child abuse or neglect. In the case of such tragic events, there are four important aspects to be considered:

Criminal aspects - This is the responsibility of An Garda Síochána, and they must be notified immediately. The Coroner must also be notified and her/his instructions complied with in relation to post-mortems and other relevant matters

Child protection aspects - This is particularly relevant if there are other children in the family in the same situation and will therefore require immediate intervention by the HSE to assess risk

Bereavement aspects - The bereavement needs of the family must be respected and appropriate supports put in place so that family members are given the opportunity to grieve

Notification aspects - Notification of a child death is required in several circumstances, including the death of a child who was known to the child protection system. In addition serious incidents involving a child in care or a child known to the child protection services, must also be notified. It is the responsibility of the HSE to notify the National Review Panel and the Health Information and Quality Authority about a child's death.

Managers and staff in our organisation may be asked to participate in, or supply information to reviews in these circumstances, in order that learning may be identified and appropriate improvements made in the delivery of supports and services to vulnerable children. Our organisation is committed to assisting where such requests are made.

2 CHILD PROTECTION & WELFARE RESPONSIBILITIES

2.1 How to use this Child Protection and Welfare Handbook

The purpose of this handbook is to give the reader sufficient information to respond appropriately and effectively to child protection and welfare concerns, by offering data on identifying child abuse and presenting clear procedures on responding to concerns. These guidelines are based on those contained in *Children First: National Guidance*, and have been tailored to reflect the work of domestic violence services.

We recommend using this handbook alongside *Children First: National Guidance on the Protection and Welfare of Children*, (Department of Children and Youth Affairs, 2011) and the HSE's *Child Protection and Welfare Practice Handbook, 2011*. In 2012 the HSE produced a 'Practice Guide on Domestic, Sexual and Gender Based Violence for staff working with children and families'. Services may find this resource useful also.

Children First: National Guidance sets out the particular statutory responsibility of the HSE Children and Family Services and the Garda Síochána when they are alerted to concerns about the welfare and safety of a child. The *Child Protection and Welfare Practice Handbook* is a practice resource to support best practice in front-line child protection and welfare work. It is designed to be a companion volume and to complement *Children First: National Guidance for the Protection and Welfare of Children* (2011) and sets out the key issues in the areas of recognising abuse, responding to referrals, risk factors, assessment, planning and intervention. Staff are advised to familiarise themselves with both documents.

Section One: Policy Statements, Practice Principles And Definitions Of Child Abuse sets out the policies that underpin our beliefs and our practice around child protection and welfare. In this section you will also find the ten key principles identified in *Children First* that, when implemented fully, support good practice in child protection and welfare interventions. Organisations working with families need to adhere to these ten principles and it is useful to read them, discuss with colleagues and become familiar with them. By way of acknowledging the specialised nature of our work with women and their children living through domestic violence we include seven additional principles, including our commitment to inter-agency working and raising awareness of the dynamics of domestic violence and its impact on families, our endeavours to be culturally appropriate in our dealings with children and families and our focus on supporting women both as parents and as victims of domestic violence.

This section also contains the *Children First* definitions of the four categories of child abuse – neglect, physical abuse, emotional abuse and sexual abuse. A more detailed list of signs and symptoms can be found in *Children First*, Appendix One. Readers may find it helpful to study these lists as preparation for responding appropriately to child protection concerns. Finally, this section contains a brief description of children with additional vulnerabilities, including homeless children and children with disabilities.

Section Two: Child Protection and Welfare Responsibilities sets out the steps involved in receiving and reporting child protection concerns. These practice guidelines serve to support best practice in child protection and welfare situations in all aspects of our service. This section applies to EVERYONE working in our service.

This section identifies whose responsibility it is to deal with child protection issues. It is **your** responsibility and in this handbook you will be able to access the information you need to enable you to respond appropriately and effectively. This section presents the ways in which child protection concerns may come to your attention and it is expected that this list covers every situation and scenario that staff and associated personnel are likely to be in when receiving child protection information. Some situations

are very clear, for example, staff working directly with women and involved in direct provision to children and young people will easily identify situations where they are likely to receive information of a child protection nature. Other staff, for example, those delivering once-off training sessions, public awareness events, fundraising events or education sessions also need to review this list and identify ways in which they may become aware of child protection issues. It is worth remembering that when a child protection concern is communicated to you **it becomes your concern** and you need to act on it always.

Here you can read about the role, duties and responsibilities of the Designated Liaison Person, who will be your first contact when you receive a child protection concern.

The process involved in reporting a child protection concern has been broken down into fourteen steps to ensure clarity and consistency. These steps are presented in a flowchart in Appendix 2. This flowchart is available in poster format also. It is essential that you study these steps and prepare to follow through with them should the need arise.

This section concludes with some information on confidentiality, record keeping and anonymous reports.

Section Three: Working with women to protect their children presents a series of guidelines about effectively engaging with women on the issue of child protection. In this section we present a number of potentially challenging scenarios and best practice responses to them, including working with women who are the source of child protection concerns, working with women who have not chosen to attend our services but who are required to do so for child protection reasons and responding to women disclosing children's exposure to domestic violence.

This section also presents guidelines about access and contact issues in the context of our knowledge and understanding of the dangers faced by women having left violent partners.

Section Four: Working with Children

This section offers guidance to individuals whose work brings them directly into contact with children and young people. It presents details of our child-centred approach, our Code of Behaviour for working with children and young people and presents information about general child welfare as well as a brief look at the impacts on children of living with domestic violence and offers some pointers for safety planning with children and an overview of Internet and Social Media policy and procedures.

This section also presents information on responding to allegations of child abuse made against children and young people using the service and against staff.

Section 5: Responsible Employment Practice

The final section in this handbook presents our approach to developing a quality organisation and introduces a range of policies and procedures for staff recruitment and accompanying practices, including induction, probation, support and supervision. Our commitment to child protection training is indicated as well as information about the protections available for staff reporting child abuse. It is recommended that staff become familiar with the information in this section in order to take responsibility for contributing to good internal work practice.

2.2 Who should use this Child Protection and Welfare Handbook?

This Child Protection and Welfare policies and Procedures Handbook is for all staff and associated personnel. This includes staff, Board of Management committee members, volunteers, students, counsellors, trainers, therapists, facilitators, researchers, consultants, Community Employment workers, care workers, cooks, cleaners, housekeepers, caretakers, groundsmen, gardeners and all other associated personnel engaged by our service. Throughout this document we will use the terms 'staff and associated personnel', 'staff members' and 'staff' to cover **all persons** involved in delivering any aspect of our

service and engaged by our service in any capacity. We believe that all staff and associated personnel in our organisation have responsibilities to fully implement our Child Protection and Welfare policies and procedures and that every individual has a role to play in protecting children and young people, including staff who do not work directly with children and young people.

This organisation will ensure that staff and associated personnel have a sound understanding and awareness about the identification of child abuse, the management of dealing with concerns and allegations about child abuse and the reporting of child welfare and protection matters. Through staff training, staff induction, team meetings, planning and review sessions we aim to develop a team approach to responding effectively to child protection issues. We believe that the safety of children is most often linked to the safety of their mother and that by supporting a woman to secure protection and by providing support and advocacy to her, that the well-being of her children will often, though not always, be promoted.

2.3 Exclusions/Exceptions

There are no exclusions to/exceptions from this policy.

2.4 Designated Liaison Person

We understand our obligation to have an appropriately trained **Designated Liaison Person** who is responsible for reporting child protection concerns and for ensuring that staff are fully aware of child protection policies and procedures; who is willing to engage in training opportunities and induction; who promotes safe practices and ensures that staff numbers are adequate for this. The Designated Liaison Person holds responsibility for addressing and following up all concerns and allegations of child neglect or abuse.

The Designated Liaison Person in our organisation is: Sharon O'Halloran, CEO

We accept our requirement also to have an appropriately trained **Deputy Designated Liaison Person** who is available to handle child protection and welfare concerns when the DLP is absent or unavailable.

The Deputy Designated Liaison Person in our organisation is: Caitriona Gleeson, Programme Manager

The Designated Liaison Person needs to be a staff member who occupies a senior position within our organisation, who has good listening and feedback skills, is familiar with the issue of child welfare, abuse and neglect and associated matters, and is at ease in discussing emotional or sexual content. The Designated Liaison Person needs to have a continuing role within our organisation, and be open to on-going training. In our organisation the Manager of the service will hold the position of Designated Liaison Person.

The Designated Liaison Person's role includes the following:

- To ensure adherence to child protection & welfare policies and procedures in our service;
- To act as a resource person to members of staff and associated personnel providing support and guidance in matters relating to child protection;
- To liaise/mediate between a mother, organisation, staff and the statutory authorities where necessary;
- To liaise with statutory services in matters relating to child protection and welfare;
- To take the lead role within our organisation in ensuring the reporting and follow-up of referrals to the HSE and/or An Garda Síochána;
- To build and maintain networks with statutory agencies, community organisations, resource services and advocacy groups;

- To ensure that our reporting procedure is followed systematically and thoroughly, so that suspected cases of child neglect or abuse are referred promptly to the HSE;
- To ensure the provision of support to staff making a referral;
- To ensure that staff receive opportunities for ongoing practice discussion in relation to child protection practice;
- To ensure that proper records are kept on interventions and decisions made within our service during the process;
- To ensure that all reports regarding Child Protection and Welfare from staff, contract workers, volunteers, students or associated personnel are firstly discussed with them and are counter-signed by them;
- To ensure that they are knowledgeable about child protection and to participate in training to keep up to date with new developments;
- To ensure that an alternative and suitably trained Deputy Designated Liaison Person is available to handle child protection and welfare concerns in their absence;
- Both the Designated Liaison Person and the Deputy Designated Liaison Person will complete appropriate Child Protection training as a minimum and will participate in all appropriate HSE training relating to child protection and welfare.

2.5 Guidelines for Recognising Child Neglect or Abuse³

The ability to recognise child abuse can depend as much on a person's willingness to accept the possibility of its existence as on their knowledge, experience and information. There are commonly three stages in the identification of child neglect or abuse:

- 1) considering the possibility;
- 2) looking out for signs of neglect or abuse;
- 3) recording of information.

Child neglect or abuse can often be difficult to identify and may present in many forms (See Section 1 of this handbook). A more detailed list of indicators of child abuse is presented in *Children First* (Appendix 1). It is important to bear in mind that no single indicator should be seen as conclusive in itself of abuse and may indicate conditions other than child abuse. All signs and symptoms must be examined in the context of the child's situation and family circumstances. It is necessary to familiarise yourself with the *Children First* list of indicators in order to increase your ability to recognise the signs of child abuse.

2.6 Unidentifiable Children

It is essential that in our work with women we are mindful of children that we do not see, meet or work with. We need to consider 'unidentifiable' children, those children with whom we have no direct contact or do not meet face-to-face. Staff in organisations with no children's services need to consider that they are likely to become aware of welfare and protection concerns about the 'unidentified' children of women using your service. So also are staff members with no direct contact with children who work in organisations providing children's initiatives.

Child abuse sometimes comes to light as a result of a child or adult speaking directly about it. More often, however, it emerges as a result of someone feeling uneasy or concerned about a situation and feeling the need to find out more. In our interactions with women experiencing domestic violence we need to

³ For more information on this, see Section 4.7 and *Children First*, Section 2.7, page 10

consider the possibility that a child is being abused, or is at risk from harm or neglect. As professionals our challenge is to strike a balance between protecting children and respecting the rights and needs of women. Where there is conflict, a child's welfare **must** come first.

A concern about a potential risk to children, even where services are not working directly with that child, needs to be communicated to the HSE Children and Family Services.

There will be situations, (for example, where a woman makes contact with a service anonymously via e-mail or may ring a telephone Helpline once only), where we hear details about a woman and children living with abuse but receive no identifying information about them, where they live or who they are. In such circumstance we are not in a position to consider making a report. In these situations where possible we will communicate with a woman about Safety Planning for her and her children and where appropriate we will discuss the likely impacts on her children of living with domestic violence.

2.7 Ways in Which Child Protection Concerns Come to our Attention

- A child's mother may express her concern, observation or belief that her child is, or is at risk of, being abused or neglected;
- A child's mother or another person may disclose they have abused a child;
- Another child, adult or anonymous person may communicate to staff their belief or observation that a child is, or is at risk of being, abused or neglected⁴;
- A child may disclose that they are, have been, or are at risk of being abused or neglected, or they may hint that they are being, have been or are at risk of being harmed;
- A staff member (or associated personnel) may witness the abuse of a child;
- A staff member through observations of a child, their behaviour or their environment may form an opinion that a child has been, is being, or is at risk of being abused or neglected;
- Accumulative incidents and/or observations, collated over time, may indicate that a child is suffering from emotional abuse or neglect;
- An injury or behaviour that, in the context of the family's known history, causes concern, irrespective of explanations provided by a child or their mother.

NOTE: When a child protection concern is communicated to you **it becomes your concern** and you need to act on it **ALWAYS**.

2.8 Reporting Child Abuse

This section should be read in conjunction with the Flow Chart presented in Appendix No. 2.

A prompt response is required to all concerns, allegations or disclosures of child neglect or abuse. Do not ignore your concerns, do not minimise others' concerns and do not do nothing! The safety and well-being of a child is your foremost consideration. This is true even in situations where you have not met the child directly.

⁴ This includes disclosures received at external events, see Section 2.9

1. When you have a concern that a child is experiencing or is at risk of abuse or when you receive a disclosure you must discuss this with Sharon O'Halloran, Designated Liaison Person, including as much detail as possible at the earliest opportunity, preferably on the same day.

When you have a concern about a potential risk to a child posed by a specific person, even when the child is unidentifiable,⁵ you should discuss this with Sharon O'Halloran, Designated Liaison Person.

2. In consultation with you, as the person who has raised the concern, the Designated Liaison Person establishes if **reasonable grounds for concern** exist.
3. Where the Designated Liaison Person is unsure whether a concern constitutes *reasonable grounds for concern*, they can informally consult the HSE Duty Social Worker, not giving identifying information in relation to a child or family and stating explicitly that they are **not** making a report.

The purpose of this 'informal conversation' is to ascertain whether there are *reasonable grounds* for believing that the child has been, is being, or is likely to be, abused or neglected and to make a decision about whether or not to formally report the matter.

In some instances it may be appropriate to have a conversation with the child's mother to gather more detail, for example, if a woman has expressed her concern that her child has been abused or where she has disclosed her child's exposure to domestic violence.⁶

4. Where the Designated Liaison Person decides that the information **does not** constitute sufficient grounds for concern, the information and the basis of this decision should be recorded in the child/family's file. In such circumstances this written record of the incident may be important later as one of a series of accumulative records of concern, (See Section 2.10).
5. Where it is established that reasonable grounds exist, the Designated Liaison Person will meet with the child's mother at the earliest possible time, in line with our practice of communicating respectfully with women, and she will be advised that a report needs to be/has been made, **unless to do so would place the child(ren) at further risk**. Where possible she will be kept informed of any communication in relation to the report, unless informing her is likely to endanger her child(ren).⁷ If it is decided not to inform the mother for this reason, this decision and its basis should be recorded, signed by the Designated Liaison Person and filed.⁸
6. Where it is decided that the information constitutes **reasonable grounds for concern** the Designated Liaison Person will make an initial telephone referral. Where possible, personal contact will be established with the relevant area Duty Social Worker, to facilitate a full exchange of information. It is likely that the Duty Social Worker will wish to speak directly to the staff member who received information about, or who witnessed the alleged abuse. Every effort will be made to facilitate this request.
7. The verbal referral is followed by a written report using the HSE's Standard Reporting Form (SRF, See Appendix No. 1). The form is completed by the worker and counter-signed by the Designated Liaison Person. To ensure you use the most current version, the form can be downloaded **when needed** from www.hse.ie/go/childrenfirst. Guidance notes for completing the form are available at this link also.

⁵ See note on Unidentified Children in Section 2.6

⁶ See Section 3.6, Responding to a Woman Disclosing a Child's Exposure to Domestic Violence

⁷ For further detail about communicating with women about child protection concerns see Section 3.1

⁸ See Section 2.13 for further detail about Record Keeping

Consideration should be given to supplying additional information to accompany the Standard Reporting Form, for example, outlining our involvement with the family and other potentially useful background information. Inclusion of this should be noted on the Standard Reporting Form.

Reports should be addressed to the relevant Principal Social Worker or Duty Social Work Team for the area in which the child ordinarily resides. We keep a copy for our own records and send the original to the HSE.

8. The Designated Liaison Person will inform the chairperson of the Board of Management that a report has been made to the HSE. However no identifying information will be passed either to the chairperson or to any member of the Board of Management unless the report relates to an allegation of abuse against a member of staff or associated personnel, in line with our confidentiality policy.⁹
9. In the event of an emergency when the relevant HSE personnel are not available, contact will be made with the Designated Garda or Desk Sergeant of our nearest Garda station.
10. In line with our commitment to share our knowledge and experience about domestic violence and to enhance effective inter-agency working and with the statutory services the HSE and/or An Garda Síochána will be informed of any possible risks to the mother's or child's safety as a result of the report being made.
11. The mother will continue to be offered support and advocacy by our services, in line with her wishes, and in line with organisational staff safety policy.
12. Where there is disagreement between the Designated Liaison Person and the staff member about whether to report concerns, the staff member who raised the concern should be given a clear written statement of the reasons why the organisation is not taking such action. If they remain concerned about the situation, they are free as individuals, to consult with and/or report to the HSE and/or An Garda Síochána. The provisions of the Protections for Persons Reporting Child Abuse Act 1998 apply once they communicate 'reasonably and in good faith' (see CF 3.10.1, Protections for Persons Reporting Child Abuse Act 1998).
13. Children First tells us that under no circumstance should a child be left in a dangerous situation pending the intervention of the HSE or An Garda Síochána. Whilst we have no right or power to remove a child, or detain one for its safety, all reasonable measures must be used in such a situation to prevent a child having continued contact with someone where there is a perceived or known danger. Staff are requested to contact the Manager or Designated Liaison Person in these situations, whereby an appropriate response for protecting the child as an interim measure can be decided on and implemented.

What reasonable measures might be taken by our service to prevent a child having contact with someone where there is a perceived danger?
 - If the family are not in refuge, we could offer a woman and her children refuge.
 - Suggest she and her children go to stay with a family member.
 - If a woman is in refuge and is returning home, encourage her to stay in refuge. If the woman decides to leave, do a safety plan with her and inform the Gardai and Social Work Department.
14. In line with best practice Designated Liaison Persons will **not** make anonymous referrals.

⁹ See 2.12 Confidentiality Policy

2.9 Receiving a Concern regarding a Child not involved in our Service

We are aware of the possibility of receiving child protection information concerning a child or young person when we are delivering training, information or Awareness Raising sessions in schools, Community Centres or other venues or when we are participating in fundraising events or other once-off public events. People we work with in interagency fora may also pass concerns to us.

For concerns regarding children involved in our services we will follow our standard procedure, see Section 2.8 Reporting Child Abuse.

There are a number of appropriate responses in situations concerning children not involved in our services and we need to consider the following:

- Where the person sharing this information is a professional whose organisation has child protection responsibilities, we need to remind them of their duty to respond and confirm that they will proceed with their organisation's reporting procedure. For example, if we receive this information while delivering an awareness raising session in a school and a teacher speaks to us about a concern we will impress upon the teacher their duty to report. We will clarify that they know who is their organisation's DLP and how to proceed with a child protection report. We will also flag the issue with that organisation's DLP (possibly the Principal teacher).
- Where the person sharing this information is an individual not belonging to an organisation we will ascertain the reasons they are speaking to us about their concern, encourage them to make a report directly to the HSE and as soon as we return to our place of work we will follow our standard procedure, see Section 2.8 Reporting Child Abuse.
- Where the person sharing this information is a young person we will ascertain whether they have previously discussed their concern with the person in charge of organising the event (teacher/youth club leader or event co-ordinator), seek their permission to discuss the matter confidentially with the event organiser, and, as soon as we return to our place of work we will follow our standard procedure, see Section 2.8 Reporting Child Abuse.

2.10 Concerns Not Requiring HSE Notification

Where it is decided ¹⁰ (by the Designated Liaison Person and the staff member) that the information gathered on a child protection and welfare issue does not constitute reasonable grounds for concern, this will be recorded in the child/family's file, including relevant information and the basis of this decision. This written record of the incident is very necessary and may be important later as one of a series of accumulative records of concern. We will address these concerns with the mother in the hope that the situation does not escalate. In these situations, the following steps will be considered:

- We will talk to the mother at the earliest possible time about our concerns. This will include explaining the concerns specifically, identifying why staff are concerned and discussing the issues with the woman in an open manner demonstrating an understanding of the difficult situation she and her children are in;
- Where necessary an informal discussion may take place with the HSE;
- We will explore options with the mother for resolving specific issues/concerns, which may include the provision of information, referring her to other supports, or the development of a care plan aimed at addressing the issue;
- Where concerns persist we will revisit our decision not to report and we will explore if there are now reasonable grounds for concern. This may involve an informal conversation with the HSE Duty Social Worker and may result in us submitting a report to the HSE;

¹⁰ For what to do where staff member and DLP disagree, see Section 2.8, 12

- We will agree a plan of action for supporting the mother that promotes the welfare and protection of the child, including regularly reviewing the situation with her.

2.11 Our Involvement After A Report Is Made

- Once the report is made to the HSE, it is important for the staff member and the Designated Liaison Person to discuss and plan interventions required by our organisation in respect of the ongoing care plan for the family unit. Where concerns continue to be present, ongoing contact will be maintained with the HSE Social Work team.
- The Designated Liaison Person will ensure that they are kept informed of progress, including an acknowledgement of receipt of the report, progress reports as appropriate and notification of closure of HSE engagement. These follow-ups should be recorded on file. If this is not forthcoming the matter will be brought to the attention of the HSE Principal Social Worker or Children and Family Services Area Manager.
- We will continue to provide support and advocacy to the mother (and her children), in line with her wishes and in line with organisational staff safety policy. It may be necessary in such circumstances to provide a separate worker specifically for the mother, in particular where she is the alleged abuser.
- We will maintain a positive ongoing working relationship with the HSE Social Work team, which can prevent or reduce some of the challenges that can arise in inter-agency working.

2.12 Confidentiality

It is our policy to adhere to *Children First* guidelines on confidentiality (See CF Section 3.9).

We know that the effective protection of a child often depends on the willingness of staff in organisations to share and exchange relevant information. We understand the importance of having a clear understanding of our responsibilities with regard to confidentiality and the exchange of information. All information regarding concerns about child abuse will be shared on a 'need to know' basis with the relevant statutory authorities in the interests of the child. **Providing information to the statutory agencies for the protection of a child is not a breach of confidentiality or data protection.** No undertakings regarding secrecy will be given ever to anyone involved.

We aim to ensure that women using our services understand our position regarding confidentiality, which is that no identifying information will ordinarily be passed on to an individual or organisation without their knowledge or consent. However, in the event of concerns relating to the safety of a child, information will be passed onto the relevant authorities on a 'need to know' basis. This is **not** regarded as a breach of confidentiality. Ethical and statutory codes concerned with confidentiality and data protection are not intended to prevent the exchange of information between professional staff with a responsibility for the protection and welfare of children. However, it must be clearly understood that information gathered for one purpose must not be used for another without consulting the person who provided that information.

The Protections for Persons Reporting Child Abuse Act 1998 makes provision for protecting individuals and organisations who have communicated concerns or allegations of child abuse to the statutory authorities 'reasonably and in good faith'. Although all professionals involved in child protection and welfare cases are obliged to share relevant information, records are nevertheless kept confidential and are the property of the organisations that keep them (See CF 4.7.5.viii regarding sharing of records).

Safeguarding a respectful and supportive work environment whilst dealing with child protection concerns depends on the willingness of staff to observe the 'need to know' aspect of sharing and exchanging relevant information. It is especially important that everyone on the team shares a clear understanding of their responsibility with regard to confidentiality and the exchange of information. This

means that information will not automatically be shared within the team but rather only such information as is needed for good decision making and effective team work. Equally, Board of Management members will receive only pertinent information, where possible with non-identifying details.

2.13 Record Keeping

The keeping of good records throughout the child protection process is an essential ingredient in protecting children. Unless we keep accurate records, our ability to protect children who are vulnerable and at risk may be significantly curtailed (See note about cumulative records of concern, Section 2.10). Records of all disclosures and concerns about child abuse must be kept. Standard Report Forms should always be used. This will facilitate best practice and the standardisation of our reports.

All records need to be:

- Factual, accurate, legible and up to date
- Dated, signed and counter-signed by the Manager/Designated Liaison Person
- Backed up by verifiable facts
- When opinions are given the report needs to clearly state that these are opinions
- Accessible at all times to appropriate staff, including the Designated Liaison Person
- Secured safely, in keeping with our record retention and management policy
- Records should never be removed from the premises.
- Records for women and children no longer availing of our services should be transferred to locked cabinets and retained in perpetuity. They should be filed so as to be easily accessible in the future, for example, should a child protection and welfare issue arise retrospectively or where a family return again to re-engage with our service.

It is our policy to keep a separate record file for each woman and child directly accessing services provided by our organisation. It is the manager's responsibility to ensure that this information is relayed to relevant staff; that records are kept updated; and that information is exchanged through any 'handover' processes. This file will include:

- Information relating to consent, signed consent forms, signed forms indicating a woman's understanding of the confidentiality policy
- Medical care records
- Records made by support staff and childcare staff on interventions with women and children
- All information, where applicable, of child protection matters currently being investigated or past child protection matters that have been the subject of HSE/An Garda Síochána interventions which were based on reports from this service.

2.14 Anonymous Reports

There may be instances where we receive communications about alleged child abuse from anonymous sources, or from someone known to us who does not wish their details shared with statutory services. In these situations it is our policy to prioritise the needs of the child and take steps to ensure that an accurate reported is submitted to HSE/An Garda Síochána.

A staff member receiving a report of suspected child abuse or neglect from an individual known to our service who wishes to remain anonymous needs to advise the reporter that their anonymity may restrict the capacity of the statutory services to access information needed for any assessment or to intervene to

protect a child. As always the DLP will be notified and standard child protection reporting procedures will be followed.

Where we receive information anonymously (for example, via a phone call, e-mail or letter) suggesting a child is at risk, the staff member receiving the information will make a record of the details and advise the Designated Liaison Person that the information has been received. The Designated Liaison Person will then make a decision as to whether there are reasonable grounds for believing that the child/ren in question are at risk and standard child protection reporting procedures will be followed. Where the report is made by phone, staff will additionally encourage the caller to make the report directly to the HSE.

- **REMEMBER:** When a child protection concern is communicated to you **it becomes your concern** and you need to act on it **ALWAYS**.

3 WORKING WITH WOMEN TO PROTECT THEIR CHILDREN

These following practice guidelines serve to support best work practices and facilitate effective communication with women as service users and parents in child protection and welfare situations.

3.1 Communicating Child Protection and Welfare Issues with Women

In our work with women it is our intention to establish and maintain an effective and supportive communication approach regarding child protection and welfare issues. Whether or not we deliver children's as well as women's programmes it is really important that each woman understands our dual role both to support her and to support her children, including responsibilities regarding child protection and welfare concerns. We undertake to clearly explain to women exactly how we identify child protection and welfare concerns, our confidentiality policy and what we do in terms of reporting child abuse and record keeping.

We will work with and support women when welfare and protection concerns arise in any of the following situations:

- Child protection concerns when the alleged perpetrator is the abuser of the mother
- General welfare concerns regarding a woman's capacity to meet her children's needs
- Child protection concerns when the alleged abuser is the mother
- Child protection concerns when the alleged abuser is another adult, another service user or another child
- Child protection concerns when the alleged abuser is a member of staff

We believe that the process of discussing child protection and welfare concerns with a woman is made a lot easier when we are clear with her in the early stages of engagement about our organisation's responsibilities towards children, and the reporting relationships we have in this regard. As part of our initial contact with women, for example, as part of the admission procedure for a woman coming into refuge or at an initial one-to-one support session, staff will clearly inform women about our child protection policy and outline our service's child protection reporting requirements.

In our interactions with women it is our intention to be supportive, encouraging and open. We are committed to creating a supportive non-judgemental environment where women feel safe and can engage with our service at their own pace. We acknowledge that bringing a concern relating to a child's welfare to the attention of a woman may have a detrimental effect on our working relationship with her and/or her wish to continue to engage with our organisation. It is never easy to address child protection concerns, particularly where a woman has turned to our service for support and safety as a result of her experience of abuse and violence. Women sometimes have genuine anxieties in expressing concerns about their children for fear of sanctions and so may feel very challenged by us discussing our concerns about their children.

3.2 Principles Underpinning 'Woman Protection as Child Protection'

- **Effectiveness:** Because we believe that working with women is important in ensuring the protection and welfare of children, we will encourage women from the outset to participate in decision-making about any protection issues for their children;
- **Women as information source:** Women hold a unique knowledge and understanding of their children's situation. This means that a woman's contribution to discussions about what has/has not happened to her child and protection options for her child is essential;
- **Women have rights:** Women have a right to know what is said about them and their children and to contribute to all decisions about their lives. Women must be given the opportunity to discuss

issues with whoever is notifying the HSE/An Garda Síochána, **unless to do so would further endanger children;**

- **Empowerment:** Involving a woman who has chosen to engage with a domestic violence service in decision-making on child welfare and protection issues gives recognition to her role and responsibilities as a non-abusing parent, increases her self esteem and encourages her to have more autonomy in her life. This is likely to have a beneficial effect both on her own well being, and that of her child/children.
- **Resilience:** We believe that supporting women benefits their children's well being. Research and experience confirm that supportive relationships with adult family members serve as protective factors for children exposed to domestic violence. A relationship with a parent or other familiar caring adult is an exposed child's greatest resource. Research affirmed that 8-16 year olds identified their mothers as *'their most important source of help than anyone else in their lives'*¹¹.

3.3 Addressing Child Abuse Concerns with Women

In line with our commitment to effective communication with women using our services we will inform a woman immediately where there is a concern raised in respect of her child, unless to do so would place the child at risk.

- It is the responsibility of the Designated Liaison Person to notify a woman that a concern or disclosure of abuse has been received in respect of her child. Staff will explain the concerns and issues raised and our policy regarding notifying the HSE.
- We will inform the mother about the role of statutory services in child protection and the likely process following a report being made to the HSE.
- All our actions will support the possibility of the mother providing safe and nurturing care for her child now and in the future.
- We will endeavour to provide effective support to a woman throughout the child protection process and assign an advocate for her, if need be.

3.4 Working With Women Who Are The Source Of The Concern

- Where we have a child protection and welfare concern in which a child's mother is the alleged abuser we need to inform her as soon as possible about our concerns, unless to do so would place the child at risk. It is therefore essential that the decision about **when and how** to inform the mother be made with the child/young person's best interests in mind.
- Our standard reporting procedure will be followed. See Section 2.8
- Decisions may have to be made about a woman's ongoing engagement with our service and whether it is appropriate for her to continue to be a service user. The timing of these discussions must be sensitive to the position the mother now finds herself in.
- As before, the mother will be formally advised when a report is made to the HSE and/or An Garda Síochána, and if possible she will be encouraged to make reports of concerns herself to the HSE, except where this would pose a risk to the child.
- It is important also to inform the mother of the roles of various statutory bodies in child protection and the process that is likely to happen when a report is made to the HSE.
- It is a possibility that our organisation may be asked to either continue our engagement with the mother, or to commence a support role with her during or after a child protection assessment. In

¹¹ 'Children's Perspective on Domestic Violence', Mullender et al, 2002

this situation every effort will be made to maintain and/or build our relationship with the mother during this time.

3.5 Working with Women Obligated to Engage with our Service

In some situations a woman and her children are required by social services, An Garda Síochána or the Courts, to take up refuge accommodation and/or engage with support services, where the absence of such action could or would result in her children being taken into care. For these women their residence in a refuge and/or their involvement with our services is not self-chosen, in that there are significant stated sanctions for her should she not engage. Such situations can place tremendous strain on women, and may have an impact on their willingness to engage with the supports offered by our domestic violence service. In such situations, (as in all our engagements with women) it is our policy to develop an effective supportive relationship with a woman and her children. We are aware of potential difficulties of working with a woman who has not independently initiated contact with our service and will respond appropriately and sensitively in order to build effective and helpful interactions with her. We aim to make the situation easier for the woman and her children by:

- Being explicit with a woman about why she has been referred to us and about our policies regarding mis-use of alcohol/drugs, supervising children, child welfare and protection concerns. We communicate this to all women availing of our service but in these situations we need to be sensitive about her limited choice to engage with us;
- Helping her to understand our concerns for children remaining in a violent family home;
- Outlining our role and responsibilities in terms of monitoring and reporting concerns to the HSE;
- Clarifying expectations of behaviour whilst using our services;
- Writing down these 'conditions' and providing a copy for her;
- Clearly communicating with a woman that her contact with us is voluntary and that she can terminate her engagement at any time. Where this situation arises, we will inform the woman that we will formally notify the HSE and/or An Garda Síochána;
- Maintaining effective working relationships with HSE personnel involved with this family so as to ensure the best outcomes.

3.6 Women Disclosing a Child's Exposure to Domestic Violence

In our work with women, as part of a one-to-one support session or during other interactions a woman may relay information to a staff member about her child(ren)'s exposure to domestic violence which has child protection or welfare implications. In an appropriate and non-coercive manner the staff member will re-affirm our organisation's policy on receiving information of a child protection nature. The staff member will gather relevant information from the woman about her child(ren)'s experiences. This information is very important. When a woman and her children are in the early stages of contact with our service this information can contribute greatly to the development of an appropriate support response. Later this information may assist in the development of a safety plan for children.

It is the responsibility of the staff member to ascertain the following:

- The nature and level of a child's exposure to abuse and/or violence;
- The impact of domestic violence on a child (mother's opinion or worker's observation);
- The **current** risk and known protective factors associated with the family situation;
- Whether the child has ever intervened or been physically harmed during an assault on the mother;
- Whether the perpetrator has directly assaulted the child physically, emotionally or sexually;

- If the perpetrator has used the child by way of threats or bribes;
- If the family are already known to the HSE regarding child protection and welfare issues;
- Whether there is a risk of the child being returned to the situation, or whether access or contact arrangements might place the child at continued risk.

The worker will record all this information in a factual manner (See Section 2.13) and follow the child protection procedure as before by bringing the matter to the attention of the Designated Liaison Person as soon as possible (See Section 2.8).

3.7 Women 'Moving On' Where Child Protection Concerns Exist

When a family with whom we have been working indicate they are planning to move away from the area and where there are continuing child protection and welfare concerns we will inform the mother that it is our policy to formally communicate with the HSE and encourage her to make contact with the HSE Social Work Department nearest her new address. We will contact the HSE (both the local department and the one nearest the family's new address, if known) and provide any relevant information so that necessary protective actions relating to the child can be followed by the HSE wherever the family settle.

The Designated Liaison Person will formally notify the HSE of our child protection concerns. This is our procedure where concerns are the subject of ongoing HSE intervention, where the HSE are not yet engaged or have closed their engagement. Women **must** be advised of our responsibility to undertake this notification.

3.8 Women Resuming a Relationship With an Alleged Abuser

If we become aware that a woman is resuming a relationship with an alleged perpetrator of abuse/violence, it is our policy to continue to provide support, advocacy and information to her while also prioritising the protection and welfare needs of her child/ren.

In such a situation where a woman leaves our organisation intending to return to a violent and abusive situation, we consider that the child/ren's welfare is likely to be impaired. We will discuss with the woman the possible impact of this move on the child/ren and we will engage with her in safety planning for herself and her children. We will inform her also of our duty to notify the statutory services and we will **always** submit a report to the HSE. If, due to insufficient time or opportunity, it is not possible to explain this procedure, notification to the HSE will still be made.

3.9 Allegations Made Against A Woman Using Our Service

If an allegation is made against a woman using our service, the matter will be brought to the attention of the Designated Liaison Person. The Designated Liaison Person together with the worker who received the allegation will follow our standard child protection reporting procedures. All allegations of this nature will be followed up promptly and carefully.

The Designated Liaison Person will notify the alleged abuser as soon as is practicable unless doing so is likely to further endanger the child, ensuring that the rules of natural justice prevail. There may be consequences in terms of residency/continued service access for the alleged abuser, and such a decision will need to be made by the team, depending on the situation. Consultations with the HSE may be required in order to inform this decision. Following this decision, the Designated Liaison Person or the manager will explain the decision and possible outcomes to the alleged abuser.

3.10 Women Disclosing Childhood Abuse

Where a woman discloses experiences of childhood abuse we will support her, refer her to appropriate services and encourage her to submit a report about the abuse or, if she is unable or unwilling, make a report ourselves as per our standard reporting procedure.

Women sometimes disclose childhood abuse due to their concern that the alleged abuser may have access to other children. Staff will support the woman to provide as much information as possible to facilitate the HSE and/or An Garda Síochána to protect any child perceived to be at risk. It is important to submit a report to the HSE/An Garda Síochána without delay, due to the potential risk to children who may be in contact with the alleged abuser. We will follow our standard reporting procedure, as outlined in Section 2.8.

Staff will support and encourage the woman to access counselling or therapeutic support. Lastly, details of any sitting Review Boards on Institutional Abuse or other relevant retrospective investigations will be made available to the woman, as required.

3.11 Access and Contact Issues

Many women survivors of domestic violence report that violence and abuse continues to be perpetrated after they have separated from their abusive partners during child contact arrangements. Experience has shown that although many women have taken protective measures to promote their own and their child(ren)'s welfare by leaving the relationship and often the family home, some abusive men use access and contact arrangements with their child(ren) to continue abusing their ex-partner.

Research and experience tell us that for children the ending of their parents' relationship does not necessarily mean an end of their exposure to violence, which all too often continues after separation. Several research studies¹² indicate, in fact, that violence may actually increase in severity and post-separation contact is potentially an abusive experience for children who are exposed to the physical, psychological and sexual abuse of their mother during contact visits and are also themselves at risk of physical and sexual abuse and abduction. We know that children are often additionally abused by being forced to be involved in the ongoing abuse of their mothers, where, for example, they convey threatening messages to their mother, or where there are attempts made to indoctrinate children against their mother.

The rights bestowed by law regarding separated parents' ongoing access to their children are, rightly, contingent on this contact being in the best interest of the children. However, without considering the dynamic of domestic violence, unsupervised access can place women and children in significant danger. Often assumptions about a father's engagement with his children and too often these access and custody decisions are made from perspective of the 'rights of the father' rather than their motivations and willingness to nurture their children. This results in access orders being granted without any assessment of the reasons for the parental separation and whether such arrangements are in children's interest.

Whilst we do not have a direct role in access arrangements, we often undertake a supportive role for women and children and an awareness-raising role for statutory services. It is our policy to offer effective support to women emerging from domestic violence situations who are engaged in access, custody and contact issues. Our procedures are, as follows:

- We will communicate with women about inherent risks arising from domestic violence in the access process both for her and her children.
- We will encourage women to obtain legal advice and to access appropriate legal remedies at the earliest possible time. For example, an Interim Custody Order might be necessary for a woman to prevent access arrangements, which are known to be abusive.
- We will facilitate safety planning for a mother and her children, so that children will know what to do if an access visit becomes distressing.

¹² Reference: 'The impact of exposure to domestic violence on children and young people: A review of the literature' by Stephanie Holt, Helen Buckley, Sadhbh Whelan, from *Child Abuse & Neglect, The International Journal*, Volume 32 (2008)

- Where there is a court application for access we will forward a report, if requested by the courts, appraising them of known and/or potential risks and make recommendations about how best children can be protected in access arrangements.
- In situations where we have reasonable grounds for believing that children may be abused emotionally or physically, or where they show distress at having to comply with access orders we will report our concerns to the HSE.

4 WORKING WITH CHILDREN

This section is specifically directed towards staff members and associated personnel who work directly with children and who are involved in providing children's services, including one-to-one work, group work, family-based support sessions, play-based services, pre-school, homework clubs, After School services, crèche facilities and child support work.

4.1 Child-Centred Approach Promotes Children's Welfare

- Our organisation recognises the United Nations Convention on the Rights of the Child (UNCRC) as a set of standards for protecting children's rights.¹³
- We are committed to the provision of good childcare practice within our organisation. We acknowledge the right of children who use our services to be protected, treated with respect, listened to and to have their views taken into consideration when decisions are being made about their lives, taking into account their age and understanding.
- We believe that promoting a child's welfare means ensuring that her/his developmental and safety needs are met. These include a child's physical, emotional and mental health needs; supervision and safety needs; social interaction, stimulation and education needs.
- We believe that children who have experienced domestic violence should have their opinions listened to, have the right to be consulted about access visits and be protected from coercion and pressure arising from access and contact visits with an abusive parent.
- We aim to design and deliver all our initiatives for children in a child-centred manner that best promotes their welfare.

4.2 Children Living with Domestic Violence

Experience and research affirms that exposure to domestic violence is detrimental to children's physical, emotional and psychological well-being. We are aware of significant negative impacts on children who live with and witness domestic violence, which can manifest in behavioural, social and developmental problems including withdrawal, depression or anxiety. We know that intersecting issues including substance mis-use, poverty or homelessness may have additional serious and negative impacts on children.

The adverse effects of domestic violence have been well established. At its most basic level, living with the abuse of their mother can be considered a form of emotional abuse, with negative implications for children's emotional and mental health and future relationships (Brandon & Lewis, 1996). The term 'witnessing domestic violence' is sometimes understood to mean that children are present during incidents of abuse, however, many researchers¹⁴ agree that children can 'witness' in ways that go beyond direct observation, such as overhearing arguments or observing the aftermath, for example, seeing bruises and cuts and broken furniture (Cunningham & Baker, 2004; Mullender et al., 2002).

Domestic violence is an important indicator of risk of direct harm to children, where violence towards women may coincide with the children also being at risk (McGuinness, 1993; Mullender and Morley, 1994; Farmer & Owen, 1995; North Western Health Board, 1998; Cleaver *et al.*, 1999). Where women are being abused, there is a 45-70% co-occurrence of child physical abuse (Stark & Flitcraft, 1988, cited in

¹³ See full text of UN Convention on the Rights of the Child on <http://www2.ohchr.org/english/law/pdf/crc.pdf>

¹⁴ Reference: 'The impact of exposure to domestic violence on children and young people: A review of the literature' by Stephanie Holt, Helen Buckley, Sathbh Whelan, from *Child Abuse & Neglect, The International Journal*, Volume 32 (2008)

Hester *et al.*, 2000; McGee, 2000), and a raised incidence of child sexual abuse (Hooper, 1992; Hester & Pearson, 1998). Children may also be abused as part of the abuse of their mother (and indeed vice versa) (Hester & Radford, 1996; McGee, 2000).

Mullender *et al.*, highlight that women make considerable efforts to protect their children (2003). However the experience of continuing physical, psychological, emotional, sexual, social and financial abuse can affect women's relationship with their children (Mullender *et al.*, 2003), can impact negatively on women's ability to parent (Stephens, 1999) and can have a negative influence on the quality of attachment between a mother and child (Cleaver *et al.*, 1999; Levendosky *et al.*, 2003).

4.3 Addressing Children's Welfare Needs

Staff members who work directly with children are used to dealing with the widely differing experiences, abilities and temperaments of all the children accessing our service and therefore, understand the complexities involved in recognising and addressing children's welfare and support needs, which may arise as a result of their experiences of living with domestic violence and/or from other non-identified sources of concern.

Our children's services are designed to effectively assist children who have lived with domestic violence and are possibly coping additionally with leaving home, losing touch with friends, extended family, pets, community, and also moving school. Our interventions aim to support children to deal with their experiences of domestic violence. We want to enable children to develop awareness in the following areas:

- Naming and understanding feelings
- Dealing with anger
- Learning safety skills
- Learning that they are not responsible for the domestic violence at home
- Understanding family issues, including separation, dealing with conflicting loyalties

Preferably on a weekly basis, the childcare staff team will meet to discuss the progress of each child. Based on observations and team discussions, we will plan adjustments to our programme of interventions and include activities to match the individual interests, abilities and needs of children. Team meetings also give staff opportunities to discuss child protection issues and to make decisions about potential child protection concerns.

4.4 Working with Children – Our Code of Behaviour

It is our policy that our staff and associated personnel behave responsibly and appropriately in our interactions with children and young people as part of ensuring a safe environment for children and young people, for women and for staff in our organisation. Our code of behaviour should be read and signed by all personnel who have direct contact with children. We will ensure that staff members are aware of the consequences of breaching our code of behaviour.

We understand that valuing children means valuing workers as well; insisting on safe practices, eliminating any necessity for staff to take risks and providing them with support all makes for a healthier and safer organisation. We expect all workers and associated personnel to adopt a child-centred approach to children and young people and to have a clear understanding of what is appropriate and acceptable in relation to their behaviour towards children and young people. This enables children to feel safe and protects staff, volunteers and associated personnel from misunderstandings or misinterpretations of their actions.

Our approach to children and young people is based on the core values of:

- respect
- empowerment
- participation
- listening to children's views
- having children involved in decision-making, as appropriate

In order to promote the protection and welfare of children and young people, the following procedures apply to our work with children in our organisation.

Confidentiality - All staff need to be very clear about the difference between confidentiality and secrecy with regard to disclosures of sensitive and intimate information.

Meeting children outside work - Staff will, under no circumstances; arrange to meet a child or children outside of the work environment. Staff will never bring a child to their own home.

Travel - Staff should avoid being alone with a child whilst providing transport to them. Where this is unavoidable the line manager will be informed, a record should be made, and the child's mother informed.

Awareness of over-involvement - Staff need to be sensitive to the possibility of becoming over-involved with children, or showing favouritism to a particular child. Staff need to be very clear about their role and relationship with children. If a staff member is concerned either about their own or a colleague's over-involvement they have a responsibility to bring their concern immediately to the relevant manager or Designated Liaison Person.

Physical contact - Comforting reassuring physical contact is a valid way of expressing concern and care for children. However, such contact should **only** take place where appropriate, and boundaries should always be respected. Staff need to be aware of actions that could lead to misunderstandings and situations that might leave them open to allegations of inappropriate contact. Training, team discussions and supervision will indicate appropriate physical contact.

Physical punishment - Physical punishment of a child or young person is not permissible under any circumstances.

Participating in contact sports - Staff need to be sensitive to risks involved in participating in contact sports and activities with children. Training, team discussions and supervision will indicate appropriate involvement in sports and activities.

Telling jokes - Staff will not tell jokes of a sexual, derogatory or violent nature in the presence of children or other staff members.

Bullying - Children are encouraged to report cases of bullying to either a designated person or a worker of their choice. Complaints must be brought to the attention of management.

Photography - Staff will ensure that no photographs or videos of children are taken that would endanger their safety in any way, for example, no names should be used, no identifiable backgrounds should appear, etc. Children should be advised about the dangers of sending photos and videos of themselves to others who may be able to trace their whereabouts inappropriately (particularly important with the rise in popularity of social networking internet sites, accessible from a wide range of devices, including smart mobile phones as well as computers and laptops).

Use of Internet - Staff should ensure that any computers that children can access are located in communal areas, are used under the supervision of their mothers and have appropriate filters installed to prevent access to inappropriate websites, unsuitable materials or games.¹⁵

Mobile phones - Many children and young people have mobile phones, and although these can play a role in keeping them safe, they can also pose a threat to their safety. Children should be advised to save any messages or contacts they receive which make them feel uncomfortable, and share them with a trusted adult immediately.

Personal safety - Staff need to be sensitive to potential risks to their personal safety or false allegations, which could arise when they have an individual session with a child or meet a child in a room alone. Practical actions aimed at reducing such possibilities will be used, for example, leaving doors ajar, using a room that has transparent door panels, and notifying another staff member of the planned session. Staff use of personal mobile phones should always be avoided. Staff will not make on-line contact with children or young people through social networking sites. Staff will not give children or young people access to their personal social network accounts/page/blogs.

4.5 Internet and Social Media Policy and Procedure

It is our policy to ensure that children in our services are introduced to our procedures for using the Internet responsibly.

Staff need to be vigilant at all times of the 'hidden' risk to children presented by the Internet and need to be alert to the possibility of children being exposed to online material or people which may place them at risk of abuse. Computers should always be located in communal areas. Children using Internet and e-mail in the service need to be supervised so that their 'surfing' is monitored for their own protection. Women are responsible for planning with their children the level of on-line contact they will have with their fathers or other family members while availing of domestic violence services.

All computers that children use within the service need to have restricted Internet and e-mail access so that unsuitable material and Internet sites are inaccessible to children. This protects children from viewing unsuitable and/or pornographic images and reduces the possibility of them becoming involved in unsuitable 'chat room' discussions. Perpetrators of child sexual abuse are known to use social media, e-mail and other Internet spaces to entice children into abusive situations. Online child sexual exploitation can occur through the use of technology without a child recognising it, for example, being persuaded to post sexual images via the Internet or mobile phone. In all cases, those exploiting the child/young person have power over them by virtue of their age, intellect, financial, or other resources.

Online safety is an increasingly significant issue to consider in safeguarding children and young people. Significant changes in children/young people's conversation, behaviour and body language can indicate they have found themselves in situations where they are not comfortable and at worst where they are being groomed via the Internet. Staff need to be aware of the following signs but do remember there may be unrelated reasons why a child or young person shows similar signs:

- Excessive texting or use of the computer, especially social networking sites;
- Aggressive behaviour regarding Internet usage;
- Secretive behaviour around the computer;
- Change in use of sexual language.

¹⁵ There are resources that can assist with the application of blocks, for example, <http://www.opendns.com>

Where staff become concerned or where a child discloses such access or contact, staff will immediately bring this matter to the Designated Liaison Person and, with the Designated Liaison Person, identify the nature and level of risk for the child. Responses include:

- Discussing the matter with the child's mother
- Monitoring the situation
- Making a report of their concerns to the HSE

4.6 Safety Planning for Children

As part of our support interventions with children it is our policy to undertake safety planning jointly with women and their children, where age appropriate. We understand that working in partnership with the mother is often an essential aspect of protecting children exposed to domestic violence, and will facilitate the undertaking of safety planning with children in a safe and supportive environment. Safety Planning is a specific intervention aimed at supporting children who are or who have experienced domestic violence and has several purposes as follows:

- Enabling children to keep safe when violence is happening at home by providing them with simple, concrete plans to get to safety;
- Facilitating a child's understanding of domestic violence, that the person being violent, and not them, is responsible for the violence and abuse at home;
- Stressing the importance of avoiding the perpetrator when violence is happening;
- Establishing boundaries and helping them understand that the person who is being violent need not be told about the safety plan.

Key 'safety messages' we want to communicate to children

- You do not have to keep secrets when you feel scared or sad
- There are safe places for your mother to take you and/or for you to go to next time the violence happens
- Children are not to blame when there is violence at home
- Feelings of anger and frustration are normal but violence is never okay. There are other ways to express these feelings
- It is okay to be angry with your parents. Having angry feelings does not mean that you don't love your parents
- It is okay to like your parent even though you do not like their violent behaviour.

Safety planning and protective factors

Awareness of protective factors in a child's life is an essential part of developing a safety plan for the child. For children who have experienced domestic violence, protective factors that help protect children from the adverse affects of exposure to domestic violence include:

- The love and protection of their non-abusing parent
- Social competence
- Intelligence

- High self-esteem
- Outgoing temperament
- Strong sibling and peer relationships
- Supportive relationship with an adult

Protective factors only have an impact for the child where there is a relationship between the protective factor and the identified risk. In the case of domestic violence, protective factors that facilitate the child to access safety, or provide an avenue for the child to talk to somebody, are more important than protective factors that have little connection to the risk the child is in.

4.7 Recognising Child Abuse

Children are in our service because their mothers have experienced domestic violence and are now receiving a dedicated domestic violence service. Our focus in our interactions with children is to work with them in dealing with their experiences of living with domestic violence. We offer child support to facilitate their mothers' involvement in other services.

It is essential that in addition to supporting children in dealing with the abuse perpetrated against their mother we are prepared to recognise other signs of child abuse or neglect, which can be physical, behavioural or developmental (Children First 2.7.3).

We may be alerted to child abuse when someone (a child or adult) tells us about it directly or when someone sees it happening. However it more often comes to light as a result of someone feeling uneasy or concerned about a situation and needing to find out more. The ability to recognise child abuse can depend as much on a person's willingness to accept the possibility of its existence as on their knowledge and information (Children First 2.6). There are commonly three stages in the identification of child neglect or abuse:

(i) Considering the possibility

We need to consider the possibility that a child is being abused, or is at risk from harm or neglect. Injuries, inappropriate play, hints, actions or behaviours are all possible signals that we need to be aware of. Team discussions and observation, as well as training, will increase skills and confidence in being alert to possible child abuse signals.

(ii) Looking out for signs of neglect or abuse

By the very nature of our work in a domestic violence setting staff are alert for indicators associated with witnessing domestic violence. This may include a child witnessing physical or sexual violence against their mother or being encouraged or forced to participate in the abuse of their mother. It is important also that staff consider the possibility that other forms of child abuse and neglect might also be present.

Many signs of abuse are non-specific and need to be considered in the child's social and family context and it is important that staff are open to alternative explanations for physical or behavioural signs of abuse. If a child appears to have suffered an injury for which no reasonable explanation can be offered; if a child seems distressed without obvious reason, displays persistent and/or new challenging behaviours or unusual and/or fearful responses to parents or older children, the possibility of child abuse should be considered. Reasonable suspicions aroused after one event should not be ignored. If you observe an injury to a child you may find the following steps helpful:

- Ask the child how they received the injury
- Talk to the parent. If there is a satisfactory account of how the child received the injury that is consistent with the child's - record the incident and note in the incident report form.

- If the injury requires medical attention, contact the parent or guardian, and request that they bring the child to his/her GP
- Ask the parent the outcome of the GP appointment
- Continue to observe the child whilst attending the service
- In the event that the adult and child's account are inconsistent, you may wish to bring your concern to the DLP

If observing a child displaying sexualised behaviour you may find the following helpful:

- Be aware that sexualised behaviour can be observed in children's play, artwork or language.
- If you observe inappropriate play, language or artwork (inconsistent with a child's age and stage of development), you should record your observation, using diagrams and, where possible, the exact wording used by the child.
- Discuss with your Manager/DLP and consider what next steps to take re further observations, informal consultation with SW or making a report.

It is important to remember that no one sign should be seen as certain evidence of abuse, as there may be other explanations. A cluster or pattern of signs is a more likely indicator of child abuse than a single issue.

Section 2.3 of the Child Protection and Welfare Handbook outlines the following circumstances in which a report **should always be made**:

- any concern about a child at risk of sexual abuse;
- physical injury caused by assault or neglect which may/may not require medical attention;
- incidents of physical abuse that alone are unlikely to constitute significant harm, but taken into consideration with other factors may do so;
- children who suffer from persistent neglect;
- children who live in an environment which is likely to have an adverse impact on their emotional development;
- where parents' own emotional impoverishment affects their ability to meet their child's emotional and/or physical needs, regardless of material/financial circumstances and assistance;
- where parents' circumstances are adversely affecting their capacity to meet the child's needs because of domestic violence, drug and/or alcohol misuse, mental health problems, intellectual disability;
- a child living in a household with, or having significant contact with, a person at risk of sexual offending or with previous convictions for offences against children;
- an abandoned child;
- children left home alone;
- bruising/injury to a pre-mobile baby;
- pregnancy where children have been previously removed;
- suspicion of fabricated or induced illness;
- where a child under one year is present in a home where domestic violence is a concern.

These are examples of circumstances that may occur. There are other circumstances under which a referral should be considered. If you are in any doubt, discuss your concern with your Designated Liaison Person or contact the HSE Children and Family Services' Duty Social Work Team for an informal consultation.

(iii) Recording the information

Record and date all observations and concerns, as contemporaneously as possible¹⁶ and speak to the Designated Liaison Person. Be vigilant and remember that a cluster of signs gathered over time may be indicative of abuse.

4.8 Receiving a Disclosure of Child Abuse

A child using our services may disclose abuse at any time during our involvement with them. Disclosures will be taken very seriously and acted upon **at once**.

Receive the information: Listen carefully and calmly to what is being said (verbally and non-verbally). A child is likely to be hesitant in disclosing abuse and staff need to allow a child to tell in their own time. Be aware of the following:

- The child may have been bribed by the abuser not to tell anyone;
- The child may believe that they are 'breaking a secret';
- They might be frightened of the abuser;
- They will probably be afraid of the consequences of telling someone and may believe that they or another family member will be punished or blamed;
- The child may believe that any abuse that occurred was because they did something wrong - that they are responsible for the abuser's actions;
- The child may believe that they are betraying a loved one or someone special. This often characterises the nature of the relationship an abuser forms with their victim.

Reassure: Reassure the child that they are right to share the information. Be careful not to make promises, no matter how well intentioned. Telling a distressed child that *'everything will be all right'* might seem like an appropriate response, but as you cannot be certain of the outcome from the disclosure, it is better not to say it. Equally important is confidentiality. Remember that child abuse survives in a climate of secrecy, so it is important not to collude with 'keeping secrets', by promising not to tell anyone. This is a promise you cannot keep, as you are required to follow a pathway of referral after a disclosure. Lastly, reassure a child that the alleged abuse is **not** their fault. No child is responsible for the abusive actions of adults.

Refer: Bring this information to the Designated Liaison Person, as soon as possible, preferably on the same day. Talk to your Designated Liaison Person about the incident and continue talking to them during this process for guidance, supervision and case management. Agree the next stage with them.

Respond: Take early and appropriate action to raise the concerns, in line with this policy.

However, direct questioning should be avoided. A child must **not** be interviewed in detail about alleged abuse. Where a child does alert staff that they wish to make a disclosure, they will be facilitated in every way possible. The child may wish to have a support person with them, and this should be facilitated within the normal bounds of confidentiality. This, however, is not something that can be orchestrated and children will often tell at a time and place of their own choosing so you are likely to neither have the time nor the opportunity to manage the environment or method of disclosure much more than ensuring that you are fully "present". If you have a sense that a child may be on the verge of a disclosure you could prepare by providing age appropriate methods, including drawing materials to facilitate the child to tell their story.

¹⁶ For more information see Section 4.8 'Receiving a Disclosure, Record' and Section 2.13 'Record Keeping'

REMEMBER: Undertaking a comprehensive assessment or investigative interview is **not** your job. This is the responsibility of specialist HSE and An Garda Síochána staff.

Record: An essential part of the disclosure process is to ensure that you make contemporaneous notes of what was said, using direct quotes where possible. Record specifically what the child said, without interpretation except where other information may already be known. This record will be dated and signed by the person to whom the disclosure was made. All records should be made in accordance with our record keeping procedures. See 2.13 Record Keeping and Appendix No. 5.

If you are recording what you observed, these observations should be accurately recorded and should include dates, times, names, locations, context, names of persons present and any other information that may be relevant. Where you record an opinion in respect of the disclosure, you are required to identify it as such. Staff should be aware of the information required in the HSE Standard Reporting Form ¹⁷, so they can ascertain as much of the needed information as possible. Lastly, in complying with this procedure, staff recording a disclosure should note to whom they passed the information onto (DLP) and when.

Seek Support: It is important to remember that dealing with disclosures of child abuse is stressful, and can have an impact on one's emotional well being. Therefore, staff should actively seek out support from peers and line management within the bounds of confidentiality. We are committed to providing support in these situations.

Where children disclose information that does not constitute a disclosure of abuse, but still requires follow-up in terms of forming a complaint, they will be facilitated and may complete our service's Complaint Form, if age appropriate (See Appendix No. 4).

4.9 Supervising Children (when provided by our service)

During a woman's stay in a refuge, or as part of her engagement with a support service, there may well be times when staff are in a position to provide practical support to women by offering child support and supervising their children on the premises. Given that many women are 'in crisis' during our involvement with them this type of childcare support is an integral part of the support offered for a woman and her children.

Women, who need to attend community services, statutory supports (CWO, Social Welfare, Housing Departments), fulfil an appointment with a solicitor or Court Clerk or visit other environments which may not be appropriate for children, may need back-up support from us. Women may also require time out to participate in other interventions, for example, participating in peer support sessions or receiving individual respite. Providing supervision for her child(ren) may be an appropriate way to support a woman in these situations. It is our policy to support women attending support and statutory services through the provision of child supervision, when appropriate and where resources allow.

When undertaking child supervision it is our responsibility to ensure that the core activities of the service are not compromised. We are aware that looking after children is resource-dependent and this must be factored into any agreement we have with women so as not to reduce our service provision unfairly to other families. It is good practice to ensure that staff have formally agreed arrangements in place with women regarding childcare cover. These arrangements will include timeframes, details of what will be expected of children and activities available to children while away from their mother.

Having explicit arrangements with women about what we can and cannot provide; what activities their children are engaging in while in our care and what is expected of children is reassuring for women and creates a supportive environment for children.

NOTE RE: Parental Consent - Undertaking direct work with children and providing child supervision, as a support to women requires parental consent. It has been identified that obtaining consent is potentially problematic, particularly where it is considered that, where a child's parents are married, the consent of

¹⁷ See Appendix A: Sample Standard Reporting Form (SRF)

both parents may be required. There may be legal issues surrounding the consent required when engaging with children directly. In light of this we may need to obtain legal advice to ensure that we have adequate levels of consent for children's involvement in our activities.

4.10 Allegations Made Against A Young Person Using Our Service

We recognise that an alleged perpetrator of abuse might be a child or young person using our service. We take any abusive actions by a child or young person perpetrated on another child very seriously and we will adhere to our child protection procedures in all cases as outlined in Section 2.8 Reporting Child Abuse. In this situation our child protection procedures will be adhered to for **both the victim and the alleged abuser**.

The Designated Liaison Person will take the lead role in managing the situation internally. If there is any conflict of interest between the welfare of the alleged abuser and the victim, the victim's welfare takes priority.

The mother of the young person against whom an allegation has been made is required to be fully engaged from the start in any follow-up process. In this regard the following applies:

- The mother will be advised about the situation at the earliest possible time.
- If the alleged perpetrator is involved in activities or recreational opportunities in the centre, a decision about his/her continued access to it will need to be made promptly by the team and communicated to the mother.
- The alleged perpetrator will be afforded an age-appropriate opportunity to respond to allegations and to give their interpretation of events. It is essential that such a meeting occur in the mother's presence, with her consent, that notes are taken, and that it does not constitute an investigative interview – this is the role of the HSE and must not be undertaken by staff of our organisation.
- If the Designated Liaison Person considers that the continued involvement of the young person to the service constitutes a risk to other children and that the family are required to move to an alternative service, the Designated Liaison Person, in conjunction with the team, will make a decision as to how best to support the family whilst the allegation is being investigated.
- If a decision is made that the young person can remain engaged with the service but that additional supervision is required, the staff team will formulate a clear plan to undertake this task, with the mother, and an agreed procedure for case management be drawn up and reviewed regularly.

4.11 Allegations Made Against A Staff Member¹⁸

Our organisation is committed to ensuring that all reasonable efforts are taken to create a work environment and a staff team that together promote the welfare of children. We aim to prevent the employment or engagement of persons that could pose a known or perceived risk to children. We believe that adherence to good and safe practices protect both staff who deliver, and children who avail of services within our organisation. We acknowledge that staff need to be aware that allegations of child abuse can be made against them and we understand that this should be discussed openly within supervision and team training. We recognise that an alleged perpetrator of abuse might be a staff member within our service and acknowledge that each of us has a responsibility to pass on any concerns we have about a colleague's conduct and behaviour.

These practice guidelines serve to support best practice for staff teams when child protection concerns are raised regarding individuals working within the service. The guidelines are divided into the following sections:

¹⁸ This includes staff members, management committee members and all persons engaged by the service.

- Responding to allegations made against a staff member
- Indisputable evidence of child abuse
- Process of investigation
- Potential outcomes of the process of investigation
- Considerations arising from allegations made against a staff member

4.12 Responding to Allegations Made Against Staff Member

We recognise that there exists a potential that a staff member, volunteer, student or associated personnel might abuse children in our organisation, and in such situations, the welfare of the child is our paramount consideration. We are committed to ensuring that our procedures for responding to such situations are based firmly on the rules of natural justice, will be implemented efficiently and in a timely manner to ensure a speedy resolution to the matter and uphold the rights of confidentiality of all parties involved.

We are committed to ensuring that staff are facilitated and encouraged, without fear of sanction or retribution, to discuss or report to senior staff, any actions or activities of their work colleagues that are suspicious or are actually abusive of children. It is the policy of this organisation to deal responsibly with any child protection allegations made against a staff member or any other associated personnel. We recognise that such allegations present our organisation with two distinct areas of responsibility. We are responsible for protecting the child from any immediate and future harm. We also have a responsibility as an employer towards the person against whom the allegation is made.

To prevent complications arising from possible conflicts of interest it is essential that two people are involved in the follow-up for the alleged victim and the alleged perpetrator.

The Designated Liaison Person cannot be responsible for dealing with the staff member, as they need to be the key person for the alleged victim. Therefore, a senior staff member (in larger organisations) or a nominated member of the Board of Management will be responsible for dealing with the employee in terms of the allegation against the staff member, their future position and the employer's duty of care to the employee. Where an allegation is made against the Designated Liaison Person, who is not the manager, the Manager will be responsible. Where an allegation is made against the Manager, who is the Designated Liaison Person, a Board member will be responsible. **It is essential that both aspects of any follow-up are co-ordinated.**

Procedure in relation to the child:

As in all child protection situations the Designated Liaison Person will take responsibility for dealing with the matter. Our standard child protection procedures will be followed in relation to reporting any allegation or suspicion of abuse relating to a staff member (See Section 2.8 'Making a Report').

Where the Designated Liaison Person concludes that the information *does* constitute reasonable grounds for concern and a report will be made these additional steps are required:

1. The Designated Liaison Person needs to inform the HSE that the person against whom an allegation has been made is a member of staff;
2. The Designated Liaison Person needs to inform the HSE about the protective actions undertaken in respect of that staff member;
3. The Designated Liaison Person needs to agree roles and responsibilities with the HSE and to identify and agree the sequence of events and roles.

Procedure in Relation to the Staff Member:

The second responsibility is to the staff member or associated personnel and must not unreasonably penalise them (financially or otherwise). To minimise distress it is essential that an early resolution be brought to the matter.

1. As in all cases of child protection, a staff member¹⁹ will bring their concern, allegation or suspicion of child abuse to the Designated Liaison Person;
2. Where the Manager is the Designated Liaison Person s/he will meet with the referrer to obtain all relevant information relating to the allegation, as always. S/he will then ensure that the information constitutes reasonable grounds for concern and follow standard reporting procedures (See Section 2.8 'Making a Report').
3. Where the Manager is **not** the DLP, the Manager needs to be formally notified about the allegation or concern by the DLP.
4. Given the potentially serious implications for the staff member/associated personnel against whom the allegation is being made, it is essential that as much information as possible is gathered **prior to making a decision**. This provides for an opportunity to obtain any evidence that might support the allegation and information that might contradict the allegation. For example, information that the person was working the day of the alleged incident, or information about the whereabouts of the child, might give initial insight into the allegation prior to action being taken.
5. If the Designated Liaison Person/Manager concludes that the information *does* constitute reasonable grounds for concern, s/he will liaise with the HSE **without delay**. If the Designated Liaison Person/Manager is *uncertain* regarding the required course of action, it may be necessary to informally liaise with the HSE Duty Social Worker to seek clarification, get advice or support regarding the required course of action, as always giving no identifying details.
6. The staff member will be informed that the organisation has received an allegation against them at the earliest possible time²⁰ in a suitably confidential manner. They are entitled to the full details of the allegation when the matter is initially discussed with them, to have a representative present and to make an initial response to the presenting information. A written record of the meeting will be made and the staff member will be given a copy. Guidance within *Children First* and *Our Duty to Care* suggests their response should be shared with the HSE. The worker needs to be aware of this.
NOTE: The purpose of this meeting is to notify the staff member, in accordance with the rules of natural justice. In discussing the matter, it must be remembered at all times that this internal process of notification must not frustrate any Garda or HSE investigation by stepping outside the function of this meeting.
7. The Manager will convey the information and the proposed course of action to the Board of Management. As our Board of Management has employment responsibility they need to be 'kept in the loop' and be involved in the 'investigation', (most likely the Chairperson and/or Employment Sub-Group).
8. The worker may be suspended from duty with pay for an agreed period of time, generally ten working days, while the allegation is being investigated.

¹⁹ The staff member who brings the concern forward needs to be fully informed of their rights and protections in reporting suspicions or disclosures of child abuse or neglect. See Appendix 6 for more information on the legal protections provided for people reporting child abuse.

²⁰ Where there is no immediate danger to children. See *Children First* Section 6.2 and Appendix 9

4.13 Indisputable Evidence of Child Abuse Against a Staff Member

Where a referrer has indisputable evidence that a staff member or associated personnel has abused a child, for example, where the referrer saw abuse taking place, this will be formally highlighted when reporting to the Designated Liaison Person.

It is important to remember that it is **not** the responsibility of the Manager/Designated Liaison Person to investigate the allegation or undertake an investigative interview. The purpose of this process is to assist in ascertaining that there are **reasonable grounds** for believing that child abuse may have occurred.

The procedure outlined above will be followed (Procedure in Relation to a Staff Member). Again, the worker may be suspended from duty with pay for an agreed period of time, generally ten working days, while the allegation is being investigated.

It is essential that the worker is kept fully informed throughout the investigation process. The exchange of information to the Board is strictly on a need-to-know basis. It is necessary to keep **relevant** members of the Board of Management fully informed of the progress of the investigation and the ongoing status of the staff member. Our organisation will ensure that the staff member is offered access to support and counselling where necessary.

4.14 Process of Investigation where Allegations have been made against a Staff Member

There are potentially three investigations to be conducted. It is essential they do not duplicate, complicate or delay the process of adjudication on the allegation. The respective roles are:

1. The **HSE** has a statutory responsibility to undertake an assessment of all reports made to them of child abuse and neglect. Their focus is on the protection and welfare of the child. The HSE, through their social work, medical and allied social services have a role in assessing whether abuse has taken place, a process often undertaken in partnership with An Garda Síochána and thereafter taking or advocating protective and support measures to promote a child's safety and welfare.
2. **An Garda Síochána** have a responsibility to investigate all referred allegations of child abuse and neglect to ascertain whether a criminal offence has taken place. This may involve interviews and taking statements with the parties involved in the allegations, which will form part of any potential criminal prosecution.
3. **Our organisation.** Management have, as employers, a responsibility to undertake a review of our child protection procedures to ensure that our practice is in line with our policy. As an organisation we will need to review our practice to identify whether we are doing all that is needed to create a supportive environment that encourages ongoing reflective professional development for staff and associated personnel. We also have a responsibility to adjudicate on the continued and future position of the employee.

It is essential that any role undertaken by us does not undermine or frustrate any investigations that may be conducted by the HSE or An Garda Síochána. In this regard, it is essential that close working relationships and regular exchange of information occurs between all parties involved. It is likely that our organisation will not be able to make a final decision regarding the employee's continuing role until An Garda Síochána and the HSE have concluded any investigation they may make into the matter.

Circumstances and the nature of allegations will vary from one situation to another, and therefore it is not possible to provide generic guidance on the exact route any investigation might take. It is therefore essential to consult with the organisation's legal advisors at all stages of the process, to ensure that due process and natural justice is observed at all times.

Throughout the process of the child protection assessment, it might be necessary for the staff members and/or the Designated Liaison Person to attend formal meetings with the HSE to assist in the process of information collation, assessment or risk management.

4.15 Potential Outcomes of the Process of Investigation

There are three potential outcomes of a Child Protection Investigation into allegations made against a staff member:

Confirmation: The statutory investigation concludes that abuse occurred and that ongoing protective measures/supports need to be put in place. The conclusion of a 'confirmed' case may come around as a result of specialist assessment via a Child Sexual Abuse Unit, by admission of guilt by the perpetrator or by a ruling of a court. It is the responsibility of the Board of Management, as employers, to make a decision about the future employment of the worker and to notify the employee formally in writing of same. It is essential to obtain legal advice throughout the process.

Inconclusive: The investigation into the alleged abuse concludes that it is 'inconclusive' whether child abuse actually occurred. There may be no child protection conference in this case. The conference, if held, may not make recommendations.

Our Board of Management, as employer, will be required to come to a determination as to the future status of the employee within the organisation. Such a decision will have to consider all the information available. Legal advice is essential. Disciplinary procedures may need to be considered as while a concern may turn out to be non-abusive it may still be a breach of our code of behaviour or other policy within the service. The employers can make a number of decisions, including dismissal, relocation or increased monitoring and supervision.

Once the Board of Management have come to a decision, the employee will be formally notified in writing of this decision and the actions the organisation now intends to take in respect of resolving the matter. Where the employee is to remain in post, any regulatory or supervisory requirements that might need to be met on reinstatement will need to be discussed, and it will be necessary to confirm with the employee the location and retention policy in respect of the records maintained in relation to the allegation.

Confirmed Non-abuse: The investigation into alleged abuse may conclude that there were no grounds for believing that abuse occurred and/or that the allegation was unfounded. There may still be need for disciplinary procedures as while a concern may turn out to be non-abusive it may still be a breach of the code of behaviour or other policy within the service.

In all such situations, it will be necessary to seek legal advice before communicating the decision to the employee. The employee will be notified of the decision in writing. It will be necessary to discuss with the employee any supports or assistance that they might require, and any regulatory or supervisory requirements that might need to be met on reinstatement. It will also be necessary to confirm with the employee the location and retention policy in respect of the records maintained in relation to the allegation.

It should be noted that the above is not an exhaustive list of all possible outcomes or conclusions regarding the future employment of the staff member. Each situation must be dealt with on an individual basis and consideration given to any particular circumstances involved. Legal and employment advice may be required at all stages of the process.

4.16 Considerations Arising From Allegations Made Against A Staff Member

As well as the requirement to respond to an allegation against a staff member or associated personnel, it is also necessary to consider other matters that may arise during this process.

- To fulfil our commitment to creating a supportive, reflective and safe environment it is essential during this process that management and staff work together to maintain confidentiality and respect for all individuals involved in this process. Confidentiality is crucial within and without the organisation. As always confidentiality can only be maintained if each individual in our organisation takes personal responsibility to adhere to agreed protocols around maintaining confidentiality.
- Reactions of other staff members need to be monitored and managed appropriately. Feelings of shock, anger, disbelief, guilt or confusion may well manifest among the staff team. It is the responsibility of the Manager to put appropriate supports in place.
- The effect on the person against whom the allegation has been made.
- The reactions and actions of staff and service users towards the child whose allegation is being investigated must be monitored and observed at all times. Appropriate remedial action may be needed to ensure the child's protection and welfare.
- Reactions of the child's mother and other family members.

5 WITHHOLDING OF INFORMATION ACT

5.1 Background

In August 2012 the Criminal Law (Withholding of Information on Vulnerable Adults and Children) Act 2012 was enacted. Its introduction was a response to cases of sexual abuse against children and young people in institutional care and was intended to close a loophole in the law. It had always been an offence to fail to report serious offences under the Offences Against the State Act 1998. This Act added sexual offences to the list of serious offences. The Bill created a criminal offence of withholding information in relation to serious specified offences committed against a child or vulnerable person.

5.2 Offences under the Act

The offences include most sexual offences as well as assault causing harm, abduction, manslaughter and murder, as follows:

5.2.1 Schedule 1: Offences against Children (paraphrased)

- Murder and Manslaughter
- False Imprisonment
- Rape (all kinds)
- Sexual Assault and Aggravated Sexual Assault
- Incest
- Defilement (ie statutory rape but also buggery, all rape and aggravated sexual assault involving an under-age victim)
- Soliciting a person to commit certain sexual offences against them
- Offences under both sections 3 & 4 of the Child Trafficking & Pornography Act 1998
- Most offences under the Criminal Law (Human Trafficking) Act 2008;
- Children Act 2001 offences, namely: cruelty to children and causing or encouraging sexual offence upon a child
- Reckless endangerment of children (Criminal Justice Act 2006 section 176)
- Most offences under the Criminal Justice (Female Genital Mutilation) Act 2012
- Offences under the Non-Fatal Offences against the Person Act 1997
- Sexual offences committed outside State, which would be capable of being prosecuted in this country according to the Sexual Offences (Jurisdiction) Act 1996.

5.2.2 Schedule 2: Offences against Vulnerable Persons covered by the Act (paraphrased)

- Rape (any kind)
- False imprisonment
- Sexual assault or aggravated sexual assault
- Incest
- Sexual offences under section 5 of the Criminal Justice (Sexual Offences) Act 1993, against 'mentally impaired' persons
- Sexual offences committed outside State which would be capable of being prosecuted in this country; and
- Any offences under any of the following provisions of the Criminal Law (Human Trafficking) Act 2008

5.3 Withholding of Information Offence

The legislation makes it an offence for anyone to:

- **'fail to disclose'** information 'as soon as reasonably practicable' to An Garda Síochána,
- **'without reasonable excuse'** (not defined by the Bill, quite deliberately to allow for unforeseen situations not otherwise covered), if you
- **'know or believe'** that a **'offence has been committed by another person against a child or vulnerable person'** (not simply have a hunch/suspect/ hear a rumour about, etc.),
- **AND** you have information about this offence which you **'know or believe'** might be of **'material assistance'**, (help to arrest, prosecute or convict the person concerned)
- **AND** this information relates to an offence **covered by the Bill**.

5.4 Additional Information about the Bill

This legislation is **not retrospective**, ie, it applies only to information disclosed to us after the passing of the Act (August 2012). It covers offences that occurred before that date but which only came to our attention after the passing of the Act. As in all instance of concern we will follow our 'Reporting A Concern' procedure (Section??). However, it is notable that whereas Children First guidelines advocate submitting a report when you have 'reasonable grounds' for concern, this Act expects **knowledge or belief** about an offence. The legislation includes having knowledge or belief which may be of material assistance in relation to offences against children or vulnerable persons, **whenever** they occurred. This means it applies to **historic** child sexual violence.

5.5 Our Responsibilities

We have responsibilities under the Criminal Justice (Withholding of Information on Offences against Children and Vulnerable Persons) Act 2012 regarding service users who are under the age of 18 years (whether or not ever married) or are specifically vulnerable persons who disclose offences committed against them. Our responsibilities also come into play if a service user discloses information about offences against other children or other specifically vulnerable persons.

Our Withholding of Information reporting obligations are **in addition to** our obligations under Children First National Guidance and under the Children First legislation when that comes into force. It is important to note that timely and appropriate disclosure of information to An Garda Síochána under this Act may reduce the risk of continuing serious harm occurring to a child and/or specifically vulnerable person.

Withholding of Information issues in relation to children generally arise in one of three ways:

1. When an adult discloses historical abuse and there are now children at risk from the same perpetrator;
2. When an adult discloses about a child currently at risk;
3. When a child under the age of 18 discloses abuse.

Withholding of Information issues can also arise in situations involving service users who have an intellectual disability or mental illness (referred to in the Act as 'vulnerable').

Any person who **knows or believes** that a serious offence as defined in the Act has been committed against a person under the age of 18 and/or a vulnerable person has a statutory responsibility and a duty of care to report their concerns to An Garda Síochána. Service users right to give consent to the disclosure of information about an offence of which she/he is the victim is paramount within the limits of the legislation. Client confidentiality comes second to Withholding of Information formal reporting requirements. However, such reports will be made **only** to An Garda Síochána, and **only** when the service user gives consent to this report being made, as far as possible under the legislation.

5.6 Designated Information Person

We will appoint a staff member as the Designated Information Person. Where feasible, the Designated

Information Person will be the **same** person as the Designated Liaison Person as the two roles are similar in nature.

The Designated Information Person is Sharon O'Halloran.

When the DIP is not available, Caitriona Gleeson is the Backup Designated Information Person.

The Designated Information Person (and the Backup Designated Information Person in the absence of the Designated Information Person) has the following responsibilities:

- Familiarise themselves with the responsibilities and defences set out in the Criminal Justice (Withholding of Information on Offences against Children and Vulnerable Persons) Act 2012.
- Maintain proper records on all cases referred to them in a secure, confidential place separate from other client files.
- Keep up to date on current developments regarding practice and legal obligations. This includes additional documentation and information sent out by SAFE Ireland.
- Ensure any necessary reports are made to An Garda Síochána 'as soon as practicable'.
- Provide guidance, advice and support to staff and volunteers as needed, and in cases of doubt, seek legal advice from a solicitor or barrister.
- Create and maintain links with the Department of Justice and other relevant agencies and resource groups, where relevant.

5.7 Withholding of Information Responsibilities for Managers

- Organise training and workshops for staff and volunteers on the Withholding of Information legislation.
- Ensure that this Withholding of Information policy and procedure are followed.
- Ensure that this Withholding of Information policy and procedure is reviewed annually.
- Ensure that any feedback on this is communicated to SAFE Ireland so that our experience and expertise can inform the updating of this policy and procedure.
- Create links with Department of Justice, other relevant agencies and resource groups.

For more information follow this link to latest published version of the Act:

<http://www.oireachtas.ie/documents/bills28/bills/2012/3212/b32b12s.pdf>

6 RESPONSIBLE EMPLOYMENT PRACTICE

These practice guidelines serve to encourage and enhance good employment practice within our service.

6.1 Recruitment Procedure

The goal of our recruitment procedure is to identify competent applicants who are suitable for the post. We believe that best practice in our organisation starts with the appointment of suitably qualified, skilled and appropriately vetted individuals who have the desired competencies to deliver a quality service to our service users. The processes used, whether recruiting voluntary workers, full or part-time staff members will be clear, unambiguous, equitable and in the best interest of children and women alike.

It is our policy to ensure that all staff employed within our organisation are properly vetted and checked by An Garda Síochána (and other appropriate vetting bodies, eg, Great Britain, Northern Ireland) and that our recruitment practices adhere to best practice, in all areas, and in particular child protection and welfare. Volunteers, students and associated personnel will also be subject to appropriate vetting.

Recruitment Responsibilities

- Our recruitment procedures are applied consistently and thoroughly to all applicants and appropriate scoring sheets are used.
- Our recruitment processes are transparent, comply with rules of natural justice, and adhere to best practice in record keeping and human resource management.
- All reasonable steps will be taken to ensure that we eliminate applicants who are not suitable for working with vulnerable women and their children.
- Those engaged in the recruitment process will be suitably trained and/or experienced to undertake this task.

Application

- All posts advertised will have a clear Job Description outlining minimum qualifications and all the roles, responsibilities and service expectations of the post;
- Additionally a Person Specification will be drawn up, which will contain required and desirable attributes, skills and experience needed for the post;
- All applicants will be advised of their responsibilities towards children accessing or coming into contact with our organisation and their assessment of suitability will include an awareness of child protection and safe care practices;
- The application form will identify applicants' personal details, past and current work/volunteering experience, qualifications and skills, training and experience;
- All applicants will be required to sign a declaration stating that there is no known reason that would render them unsuitable for the post, declaring any past or pending criminal prosecutions against them and giving consent to comply with the police vetting process.

Interview

- The interview process will assess the applicant on a wide range of skills and competencies;
- During the interview the candidate will be asked questions that will check out their suitability and experience;
- The interview panel (always comprised of more than one person) will be constituted from experienced and qualified personnel, with an ability to explore information submitted on the application form with the candidate.

Checking References

- All applicants will be required to submit the names of two referees who will provide a character reference and include the referee's considered view on the candidate's suitability to work with children, where this is an integral part of the post;
- Referees must include the applicant's most recent employer;
- Written references will be sought and these will be followed up by a phone call to ensure they are bona fide and to allow the opportunity to explore any concerns that have not been outlined in the written reference;
- The application form will state how references will be obtained.

Follow Up

- All paperwork associated with the application process will be filed appropriately and held securely. All references, reports and communications in respect of the applicant will be in writing;
- Access to same will be available to appropriate personnel only. Candidates will be advised that their application and follow-up recruitment process will be dealt with confidentially;
- The successful applicant will be offered a position subject to:
 - a) suitable references
 - b) proof of qualifications,
 - c) relevant vetting/clearance procedures
 - d) positive proof of identification (two forms of identification should be supplied, including photo ID, for example, passport, drivers license).

6.2 Child Protection Training

It is our policy that all members of our Board of Management, staff and volunteers are trained in Child Protection and Welfare, are supported and expected to access ongoing training and continuing professional development, are aware of the signs and symptoms of abuse and neglect, are familiar with our organisation's child protection policies and procedures and are prepared to implement same as appropriate.

Effective child protection requires that all those working in our service review their training needs regularly and participate in training which:

- Promotes understanding in the recognition and identification of child abuse;
- Promotes effective and consistent interventions across our service;
- Raises awareness and skill levels in the prevention of child abuse, including neglect;
- Ensures staff and associated personnel understand relevant legislation, national guidelines and our policy and procedures for the protection of children;
- Translates learning into better practice for women, children and young people using our service;
- The level and type of training we provide (either internally or in association with the HSE and other social care providers) will depend on the degree of involvement that particular staff have in direct childcare work. All staff are required to receive specific training in identifying child abuse and understanding our reporting procedures.

Training will be a combination of in-house, multi-disciplinary and trans-agency training with our partner organisations and statutory providers. All training will be recorded and signed off. The Designated Liaison Person and the Deputy Designated Liaison Person will be released to attend Designated Liaison Person training and other relevant training as identified.

6.3 Induction

On the appointment of new staff and associated personnel an induction programme is available that promotes our child protection and welfare policy and procedures. The staff member's line manager will conduct the induction programme. Induction will include an outline of the services expectations in relation to working with children²¹, staff roles and responsibilities, and the reporting relationships in situations where abuse or neglect is suspected or witnessed. Induction will also involve the introduction of relevant literature and research on the consequences of childhood exposure to domestic violence. All managers, staff, volunteers, students and associated personnel are required to sign up to our Child Protection Policy.

6.4 Probation

All staff and associated personnel will be subject to an initial period of probation, where their working practices, suitability and commitment to child protection procedures will be one of the focuses of the ongoing monitoring and assessment by their immediate line manager.

6.5 Support and Supervision

Working with women and children experiencing domestic violence can be demanding and stressful, particularly where there are child protection issues. Staff (including volunteers) involved in dealing with allegations or concerns of child neglect or abuse will benefit from regular support and supervision. Effective support and supervision enables staff to recognise their own challenges in dealing with child protection concerns and develop an awareness of how and when to source support or assistance, as necessary. It is our policy that all staff and volunteers and associated personnel receive regular Support and Supervision sessions with their line manager, which, in addition to other organisational requirements, acknowledges the impact of working with child protection issues.

It is the manager's responsibility to ensure that all staff and associated personnel are adequately supervised, and that supervision sessions facilitate ongoing discussion about, and monitoring of, safe care and child protection and welfare matters. Formal supervision takes place on a monthly basis, (or more regularly where appropriate), and informal support is available regularly. Together managers and staff need to periodically review and monitor staff training needs in relation to child protection matters. Supervision needs to provide staff with an opportunity to reflect on the impact of the work and their support and training needs.

6.6 Outreach Work

It is our policy to be vigilant about the risks for staff associated with outreach work and to put procedures in place that will protect staff, volunteers, students and associated personnel from unnecessary risk.

Our outreach work includes individual work with women in 'outreach locations', accompanying women to court and to agencies providing various services they may wish to access and support groups for women. On occasion a home visit might be considered when, due to geographical isolation, disability, lack of transport or other reasons, a woman using our outreach support is unable to access the outreach location or other location.

Working outside of our organisation's main base, be it in a woman's home, in the community or another designated place brings with it potential risks for staff. It is our responsibility to ensure that appropriate safety measures are in place for staff providing outreach support. We acknowledge also the increased exposure such practice might have for observing, or receiving disclosures about, child welfare issues.

We aim to implement the following procedures at all times:

²¹ For organisations who deliver children's services

- Staff leaving the service to meet a woman or child/ren as part of an outreach process will always inform their line manager of the venue, who they are meeting and their expected time of return;
- Staff will, where possible, telephone on arrival and on leaving the arranged meeting. Mobile phones will be carried at all times;²²
- Staff will be aware of risk situations that can arise when working in a family home and must take reasonable steps to ensure that they are not put into difficult or risky situations;
- Staff will inform their line manager about potential or known risky situations;
- Staff will never arrange to meet a woman outside the service where there is a concern about their own, the woman's or a child's safety;
- All work outside the main work base must comply with insurance cover.

6.7 Staff Safety

It is our policy to adopt at all times safe care practices, which protect staff from unnecessary risks that could potentially lead to accusations or suspicions of child neglect or abuse. It is our intention to promote a safe environment for those who use our services and for staff. Safe care and management practices enable our organisation to run smoothly and efficiently, minimise the possibility of accidents to children and others and eliminate practices that could place children at risk or put staff in risky situations.

Staff Safety Procedures

- The Manager will undertake to familiarise themselves with children using the service, as appropriate so that in cases of concern, childcare staff can engage in effective discussions with their Manager;
- When a family engages with our service we will endeavour to collate good referral information about the children as well as the mother to assist us in establishing a good working relationship with each individual child;
- As described in Section 2.13 (Record Keeping), a separate record will be kept on all children directly accessing services provided by our organisation;
- In residential settings the Manager is responsible for ensuring that children are appropriately supervised, either by the child's mother or by designated staff. Safe care practices ensure that children are not left unsupervised by the mother or by staff and that all reasonable steps are taken to prevent potentially dangerous behaviour or activities.
- When we are involved in running children's programmes it is the responsibility of the manager to ensure that safe practices are upheld regarding transporting children, adult:child ratios, insurance and appropriate parental consent.

6.8 Protection for Staff Reporting Child Abuse

It is our policy that staff be fully informed of their rights and protections in reporting suspicions or disclosures of child abuse or neglect. The legal protections provided for under the Protections of Persons Reporting Child Abuse Act 1998 apply to all staff and associated personnel in our organisation. This Act makes provision for the protection from civil liability of DLPs who communicate child abuse concerns 'reasonably and in good faith' to designated officers of the HSE (see Children First, Appendix 10) or to any member of An Garda Síochána. Common law Qualified Privilege protects the worker informing the DLP.

This means that even if a communicated suspicion of child abuse proves unfounded, a plaintiff who took

²² It may be helpful to have an emergency contact number available on speed-dial

an action would have to prove that the person who communicated the concern had not acted reasonably and in good faith in making the report.

The Act also provides 'significant protections' for employees who report child abuse. These protections cover all employees and all forms of discrimination up to, and including, dismissal.

Should any member of staff, volunteer, member of management committee, or associated personnel have any concerns in relation to child protection or welfare issues, they should discuss these with the Designated Liaison Person without delay. The Designated Liaison Person will follow the normal procedure in relation to considering whether reasonable grounds for concern exist, and will take appropriate action in communicating with the HSE.

NOTE: Section 103 of the Health Act 2007, which came into operation on 1st March 2009, provides for the making of protected disclosures by HSE employees and HSE funded services. If an employee reports a workplace concern in good faith and on reasonable grounds in accordance with the procedures outlined in the legislation, it will be treated as a 'protected disclosure'. Anyone can report their concerns without fear of penalisation from your employer and also without fear of civil liability to the Authorised Person at the following address: HSE Authorised Person, P.O. Box 1157, Dublin 2. The Authorised Person will investigate the subject matter of the disclosure. Confidentiality will be maintained in relation to the disclosure insofar as is reasonably practicable. (See CPWPH 4.6 for more detail)

6.9 Freedom of information

Although we are required to share relevant information in child protection and welfare cases, our records are nevertheless confidential. They do not belong to the individual who wrote them but are the property of our organisation, and it is our responsibility to keep them. Under the Freedom of Information Acts 1997 and 2003, members of the public have a right of access to records concerning them held by any public body. However, this does not apply in a range of circumstances that may be relevant in a child welfare context. Equally, the right of access does not extend to any information that identifies a third party where that third party had an expectation of confidence. We are not obligated to pass on the name of the person who brought a child protection concern to us because of protection afforded by the Data Protection Acts. A list of the relevant legislation concerning child protection and welfare can be found in Children First, Appendix 7.

6.10 Complaints

It is our policy that women and their children (where age-appropriate) who use our services are made aware that we have a complaints procedure in operation. Service users will be made aware of our Complaints Policy as part of their introduction to the service. We aim also to inform women about our evaluation procedure and the HSE's 'Your Service Your Say process'. We aim to work in partnership with mothers/women and young people by seeking their views and encouraging them to participate in decision-making in relation to our organisation, where appropriate. We undertake to ensure that all complaints are taken seriously and dealt with fairly and confidentially. We endeavour to quickly and informally resolve complaints through discussion with mothers and staff as appropriate. Where this is not successful the manager will bring the matter forward.

6.11 Health and Safety

It is our policy to create a safe environment for women and children availing of our services and all our staff.

6.12 Internet, Social Media and E-mail

It is our policy to ensure that women and children in our services are introduced to our procedures for using the Internet and e-mail responsibly and safely.

6.13 Evaluating our Child Welfare and Protection Procedures

It is the responsibility of the Manager to ensure that our Child Protection and Welfare procedures are evaluated every second year, or sooner if there are significant changes to legislation or government policy, and where indicated, amended to incorporate new practices or processes as required to protect children using our services. We aim to review our child protection and welfare policies and procedures regularly as a staff development and training tool. This evaluation will also identify training and support needs for staff in relation to child protection practices.

6.14 Appendix 1: HSE Standard Report Form

FORM NUMBER: CC01:01:00

STANDARD REPORT FORM

(For reporting CP&W Concerns to HSE)



A. To Principal Social Worker/Designate:

1. Date of Report

2. Details of Child

Name:	Male <input type="checkbox"/>	Female <input type="checkbox"/>
Address:	DOB	Age
Alias	School	
	Correspondence address (if different)	

3. Details of Persons Reporting Concern(s)

Name:	Telephone No.
Address:	Occupation:
	Relationship to client:
Reporter wishes to remain anonymous <input type="checkbox"/>	Reporter discussed with parents/guardians <input type="checkbox"/>

4. Parents Aware of Report

Are the child's parents/carers aware that this concern is being reported to the HSE?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

5. Details of Report

(Details of concern(s), allegation(s) or incident(s) dates, times, who was present, description of any observed injuries, parent's view(s), child's view(s) if known.)

--

FORM NUMBER: CC01:01:00

STANDARD REPORT FORM

(For reporting CP&W Concerns to HSE)



6. Relationships

Details of Mother

Name:
Address:
(if different to child)

Telephone Nos.

Details of Father

Name:
Address:
(if different to child)

Telephone Nos.

7. Household composition

Name	Relationship	DOB	Additional information, e.g. school/occupation/other

8. Name and Address of other personnel or agencies involved with this child:

	Name	Address
Social Worker		
PHN		
GP		
Hospital		
School		
Gardaí		
Pre-School/Crèche/YG		
Other (specify):		

9. Details of person(s) allegedly causing concern in relation to the child

Relationship to child:	Age	Male	<input type="checkbox"/>	Female	<input type="checkbox"/>
Name:	Occupation:				
Address:					

10. Details of person completing form

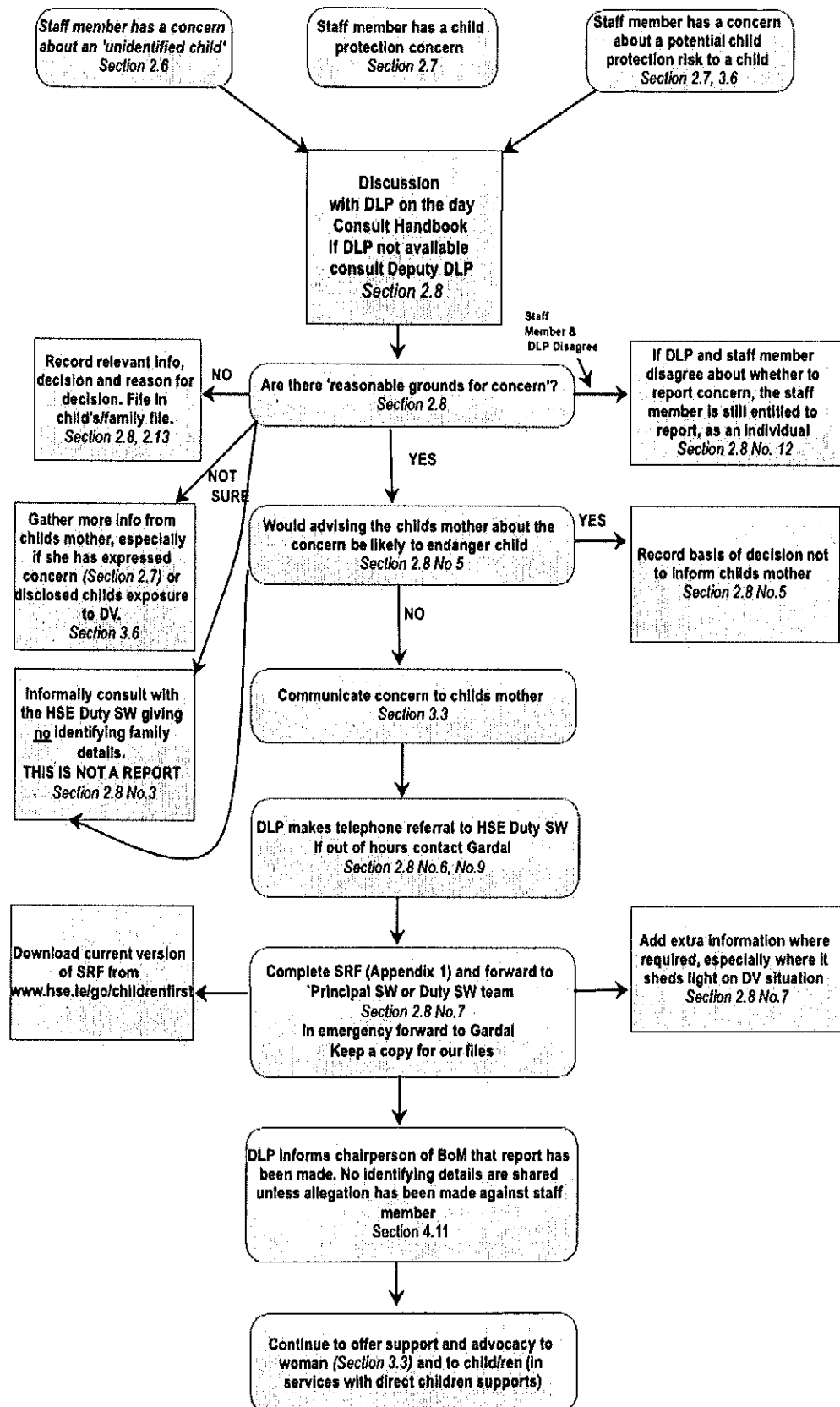
Name:	Occupation:
Signed	Date:

National Child Care Information System Project – Phase 3

This form is also available to download at: www.hse.ie/go/childrenfirst

6.15 Appendix 2: Reporting Child Abuse Flow Chart

REPORTING A CHILD PROTECTION CONCERN



6.16 Appendix 3: Challenges caused by the dynamic of domestic violence in Family Welfare Conferences

Family Welfare Conferences have been introduced in a number of HSE areas as part of the implementation of the Children Act 2001. These forums, which are convened by the HSE or designated partner agency, are designed to bring families together with service providers, statutory and voluntary, in order to facilitate the family to generate a resolution to identified child welfare problems. In Family Welfare Conferences, there are opportunities for parents and extended family members to work together to address concerns and find solutions. Initial assessments have indicated that these forums play a productive role in assisting families to sort out their own problems in a facilitated manner.

However, we have concerns about such forums in domestic violence situations. Given the nature of the conferences, the perpetrator is likely to be part of the problem-solving process. Experience tells us that unless the statutory services are aware of the dynamics of power, coercion and emotional abuse, then the abuser can create significant problems for children and their mothers even in such formal settings.

Where the HSE indicates to our service that it is seeking to convene a Family Welfare Conference, and where staff are concerned about the appropriateness or suitability of such a forum, we will be advocates for women through the following actions:

- We will ensure that the woman's and children's experiences are adequately represented.
- We will undertake to write a report to be forwarded to the relevant social worker or Chairperson, seeking to raise awareness of the dynamics of domestic violence and expressing specific concerns about the suitability of such a forum.

6.17 Appendix 4: Sample Complaint Form

Name: _____

Address: _____

Contact Number: Home _____ Work _____

Complaint Details

For office or staff only

Form received by _____ Date _____

Action taken to resolve the problem

(i) _____

(ii) _____

(iii) _____

Result of action taken

Signature _____ Date _____

6.18 Appendix 5: Guide to Record Keeping

Recording systems need not be complex to fulfil their purpose. The best records are simple and clear. Record keeping contributes to the quality of women's and children's interventions and experiences. The following criteria will help effective record keeping:

Quick to complete: Develop a simple system, for example 3-5 general questions, so that record keeping can be done speedily and effectively

Time set aside to complete: Records are more likely to be kept up to date if a regular time is allocated to complete them

Easy to understand: This is especially important if records are shared with people outside the staff team, for example, service users or personnel from other agencies

Useful: Records give staff members a starting point for beginning to work with women and children, and an ongoing guide for developing appropriate interventions

Objective: Records need to be factual, focusing on what women and children do and say, avoiding assumptions and inferences.

Easy to access: Records should be easily accessible so information can be shared with women and appropriate staff readily.

Security: Records must be kept securely, so that confidentiality is never at risk.

6.19 Appendix 6: Relevant Legislation (from Children First: Appendix 7)

Children Act 2001

The Children Act 2001 replaced provisions of the Children Act 1908 and associated legislation with a modern comprehensive statute. The 2001 Act covers three main areas of the law. Firstly, and predominantly, it provides a framework for the development of the juvenile justice system. Secondly, it re-enacts and updates provisions in the 1908 Act protecting children against persons who have the custody, charge or care of them. Thirdly, it provides for family welfare conferences and other new provisions for dealing with children where there is a real and substantial risk to their life, health, safety, welfare and development.

Child Care Act 1991

The purpose of the Child Care Act 1991 is to 'update the law in relation to the care of children who have been assaulted, ill-treated, neglected or sexually abused, or who are at risk'. The main provisions of the Act are:

- i. the placing of a statutory duty on the HSE to promote the welfare of children who are not receiving adequate care and protection up to the age of 18;
- ii. the strengthening of the powers of the HSE to provide child care and family support services;
- iii. the improvement of the procedures to facilitate immediate intervention by the HSE and An Garda Síochána where children are in danger;
- iv. the revision of provisions to enable the Courts to place children who have been assaulted, ill-treated, neglected or sexually abused, or who are at risk, in the care of or under the supervision of the HSE;
- v. the introduction of arrangements for the supervision and inspection of pre-school services;
- vi. the revision of provisions in relation to the registration and inspection of residential centres for children.

Criminal Justice Act 2006

Section 176 of the Criminal Justice Act 2006 introduced the criminal charge of 'reckless endangerment of children'. It states:

'A person, having authority or control over a child or abuser, who intentionally or recklessly endangers a child by –

- a. causing or permitting any child to be placed or left in a situation which creates a substantial risk to the child of being a victim of serious harm or sexual abuse, or
- b. failing to take reasonable steps to protect a child from such a risk while knowing that the child is in such a situation, is guilty of an offence.'

The penalty for a person found guilty of this offence is a fine (no upper limit) and/or imprisonment for a term not exceeding 10 years.

Domestic Violence Act 1996

The Domestic Violence Act 1996 introduced major changes in the legal remedies for domestic violence. There are two main types of remedies available:

I. Safety Order: This Order prohibits a person from further violence or threats of violence. It does not

oblige that person to leave the family home. If the parties live apart, the Order prohibits the violent person from watching or being in the vicinity of the home.

II. Barring Order: This Order requires the violent person to leave the family home.

The legislation gives the HSE the power to intervene to protect individuals and their children from violence. Section 6 of the Act empowers the HSE to apply for Orders for which a person could apply on his or her own behalf but is deterred from doing so through fear or trauma. The consent of the victim is not a prerequisite for such an application, although he or she must be consulted. Under Section 7 of the Act, the Court may, where it considers it appropriate, adjourn proceedings and direct the HSE to undertake an investigation of the dependent person's circumstances with a view to:

- (i) applying for a Care Order or a Supervision Order under the Child Care Act 1991;
- (ii) providing services or assistance for the dependent person's family; or
- (iii) taking any other action in respect of the dependent person.

Protections for Persons Reporting Child Abuse Act 1998

This Act came into operation on 23 January 1999. The main provisions of the Act are:

- (i) the provision of immunity from civil liability to any person who reports child abuse 'reasonably and in good faith' to designated officers of the HSE or to any member of An Garda Síochána;
- (ii) the provision of significant protections for employees who report child abuse. These protections cover all employees and all forms of discrimination up to, and including, dismissal;
- (iii) the creation of a new offence of false reporting of child abuse, where a person makes a report of child abuse to the appropriate authorities 'knowing that statement to be false'. This is a new criminal offence, designed to protect innocent persons from malicious reports.

A wide range of nursing, medical, paramedical and other staff has been appointed as designated officers for the purposes of this Act (see *Appendix 10 of the Children First: National Guidance*). Section 6 of the Act is a saving provision, which specifies that the statutory immunity provided under the Act for persons reporting child abuse is additional to any defences already available under any other enactment or rule of law in force immediately before the passing of the Act.

Data Protection Acts 1988 and 2003

The Data Protection Act 1988 applies to the processing of personal data. It gives a right to every individual, irrespective of nationality or residence, to establish the existence of personal data, to have access to any such data relating to him or her, and to have inaccurate data rectified or erased. It requires data controllers to make sure that the data they keep are collected fairly, are accurate and up-to-date, are kept for lawful purposes and are not used or disclosed in any manner incompatible with those purposes. It also requires both data controllers and data processors to protect the data they keep, and imposes on them a special duty of care in relation to the individuals about whom they keep such data.

Education Act 1998

The Education Act 1998 places an obligation on those concerned with its implementation to give practical effect to the constitutional rights of children as they relate to education and, as far as practicable and having regard to the resources available, to make available to pupils a level and quality of education appropriate to meeting their individual needs and abilities.

Education (Welfare) Act 2000

The Education (Welfare) Act 2000, which was fully commenced in July 2002, replaced previous school attendance legislation and provided for the creation of a single national agency, the National Educational Welfare Board (NEWB), which has statutory responsibility to ensure that every child either attends school or otherwise receives an education or participates in training. The NEWB also assists in the formulation and implementation of Government education policy.

Non-Fatal Offences against the Person Act 1997

The two relevant provisions of this Act are:

- (i) it abolishes the rule of law under which teachers were immune from criminal liability in respect of physical chastisement of pupils;
- (ii) it describes circumstances in which the use of reasonable force may be justifiable.

Freedom of information Acts 1997 and 2003

The Freedom of Information Acts 1997 and 2003 enable members of the public to obtain access, to the greatest extent possible consistent with the public interest and the right to privacy, to information in the possession of public bodies. The specific provisions of the Acts include:

- (i) to provide for a right of access to records held by such public bodies, for necessary exceptions to that right and for assistance to persons to enable them to exercise it;
- (ii) to enable persons to have corrected any personal information relating to them in the possession of such bodies;
- (iii) to provide for independent review by an Information Commissioner both of decisions of such bodies relating to that right and of the operation of the Acts generally;
- (iv) to provide for the publication by public bodies of guides to their functions and national guidelines, such as these, for the public.

Under the Acts, a person about whom a public body holds personal information has:

- (i) right of access to this information, subject to certain conditions;
- (ii) the right to correct this information if it is inaccurate.

Where a public body makes a decision that affects an individual, that individual has a right to relevant reasons and findings on the part of the body reaching that decision.

The Acts are also designed to protect the privacy of individuals and, in general, requires the prior consent of an individual before releasing personal information about them. Where the release of social work or medical records contains information that would be harmful to a person's well being, the release may be made to a health professional who acts on the person's behalf. Under the Acts,

there are regulations and guidelines relating to access by parents to their children's records; these emphasize that the overriding concern is the best interests of the child.

The exemptions and exclusions that are relevant to child protection include the following:

- (i) protecting records covered by legal professional privilege;
- (ii) protecting records that would facilitate the commission of a crime;
- (iii) protecting records that would reveal a confidential source of information.



SAFE IRELAND

Unit 5, Centre Court
Blyry Industrial Estate
Blyry
Athlone
Co Westmeath

Tel: + 353 (0) 906 479078

Email: info@safeireland.ie

Website: www.safeireland.ie

About the child care protocol of CVFE Belgium

Our childcare services are licensed and controlled by ONE.

ONE is a certifying body in this field, since it issues quality certificates to reception centres (nurseries, children's homes, etc.). ONE depends on the Minister of Childhood, Alda Gréoli.

The CVFE has the accreditation of its services offered to children by the ONE and is regularly inspected by the services of the ONE concerning the maintenance of the standards and the improvement of the quality.

Recruitment of childcare professionals in our services meets the legal requirements set by the ONE

- Criteria for training and diplomas according to function: child-rearing instructor, child-care worker, social workers
- Production of a certificate of good life and morals
- Production of an attestation of occupational medicine certifying the ability to work with children.

Within the services offered to children by the CVFE, are set up

- Collective and individual supervision of workers
- Continuing training for workers

Inspection of the institution's policies is carried out by the hierarchy: general management and responsible for the services provided to children".

Bruxelles, le 4 avril 2014

Au Docteur

Concerne : Modèle de certificat de santé physique et psychique destiné à l'accueil d'enfants (de 0 à 6 ans)

Docteur,
Chère/Cher Collègue,

Dans le cadre de ses missions, l'ONE est amené à octroyer des autorisations à toute personne ou pouvoir organisateur qui souhaite accueillir des enfants de moins de 6 ans en dehors du milieu familial.

Parmi les conditions que doivent remplir la responsable, l'accueillante (m/f) ou la puéricultrice (m/f) pour travailler dans un milieu d'accueil, figure l'obligation de fournir un certificat médical attestant qu'elle ne présente aucun signe d'affection physique ou psychique susceptible de représenter un danger pour les enfants accueillis et aucune aptitude de santé à prendre en charge des enfants en bas âge.

En effet, accueillir des bambins, surtout de moins de 3 ans, ne s'improvise pas. Cela requiert de nombreuses aptitudes ainsi qu'un bon état de santé physique et psychique.

L'ONE a rencontré ces cinq dernières années certaines difficultés face à des professionnels de l'enfance présentant des signes d'affection, souvent psychique, incompatibles avec l'accueil d'enfants. C'est la raison pour laquelle nous souhaitons attirer votre attention sur la portée du certificat que vous êtes amené(e) à compléter. Bien plus qu'une simple pièce du dossier administratif, il constitue un volet important dans l'analyse de la candidature d'un milieu d'accueil, indépendamment du travail d'accompagnement du projet réalisé par les agents de l'ONE et de l'avis de la commune.

Si vous complétez un certificat pour une personne encadrant des enfants en bas-âge et que vous le jugez utile, il vous est loisible de demander à ce que votre patient(e) consulte un médecin spécialiste (en complétant la case prévue à cet effet dans le modèle de certificat ci-joint). Cet avis complémentaire sera porté à la connaissance de l'ONE.

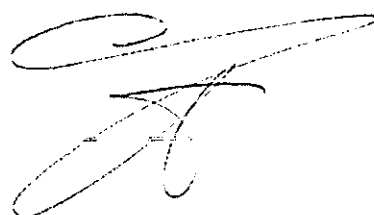
Cette démarche peut également être effectuée à la demande du conseiller pédiatre de l'ONE de la subrégion.

Le collège des conseillers pédiatres a rédigé ce nouveau modèle de certificat de bonne santé physique et psychique en attirant l'attention sur les compétences dont doit disposer le professionnel de l'enfance ainsi que sur les états de santé qui s'avèrent incompatibles avec cette fonction.

Si vous avez des questions à ce sujet, nous vous prions de bien vouloir contacter l'administration subrégionale de l'ONE :

Brabant wallon	: 02/656.08.90
Bruxelles	: 02/511.47.51
Hainaut	: 065/39.96.60
Liège	: 04/344.94.94
Luxembourg	: 061/23.99.60
Namur	: 081/72.36.00

En vous remerciant de votre collaboration et de l'intérêt que vous portez à l'accueil de la petite enfance, nous vous prions d'agréer, Docteur, chère/cher collègue, l'expression de nos salutations distinguées.



Dr Marie-Christine MAUROY,
Directrice médicale

Bruxelles, le 4 avril 2014

**Communication aux Pouvoirs organisateurs des milieux
d'accueil autorisés et des services d'accueillant(e)s
d'enfants conventionné(e)s**

Certificat de santé physique et psychique

Département Accueil
Direction Milieux d'Accueil 0-3
EG/MVV - Comm. certificat de santé physique et psychique
21/01/2014
Votre correspondant : M. VANVLASSELAER
☎ : 02/542.15.77 - 📠 : 02/542.14.89
✉ : michael.vanvlasselaer@one.be
Annexe(s) : 2

Madame, Monsieur,

Conformément à l'article 27 de l'arrêté du 27 février 2003 (réglementation générale), pour chaque membre du personnel ainsi que pour chaque accueillant(e) d'enfants et les personnes de plus de 15 ans faisant partie de son ménage, de même que pour toutes les personnes appelées à être en contact régulier avec les enfants, le milieu d'accueil doit notamment fournir :

- un certificat médical annuel attestant qu'au moment de l'examen, il n'existe aucun signe d'affection physique ou psychique susceptible de présenter un danger pour les enfants accueillis, étant entendu que l'Office peut exiger qu'un certificat de santé physique et psychique complémentaire soit établi par un médecin spécialiste.

Ce certificat d'aptitude physique et psychique constitue également, en vertu de l'article 44 de l'arrêté précité, un document devant être fourni par le candidat milieu d'accueil lors de sa demande d'autorisation.

Il en résulte que chaque membre du personnel des milieux d'accueil en collectivité, chaque accueillant(e) d'enfants, conventionné(e) ou autonome, doit être en mesure de produire ce certificat préalablement à son entrée en fonction ou préalablement à l'exercice de son activité, le certificat étant par la suite à renouveler annuellement.

Compte tenu de la particularité de l'accueil d'enfants en bas âge (de 0 à 3 ans, ou de 0 à 6 ans selon le cas), ce certificat de santé physique et psychique constitue une mesure préventive visant à assurer la sécurité et le bien-être des enfants et garantit, autant que faire se peut, que la personne en contact fréquent avec les enfants présente un état de santé physique et psychique qui ne soit pas incompatible avec son activité.

Or, l'ONE a déjà été confronté à certaines difficultés liées au fait que, d'une part, des professionnels de l'enfance exerçaient leur activité alors qu'ils présentaient des signes d'affection, surtout psychique, incompatibles avec l'accueil d'enfants et que, d'autre part, les membres du personnel des milieux d'accueil en collectivité ne disposaient pas, au moment de leur entrée en fonction, du certificat d'aptitude physique et psychique, la médecine du travail ne les convoquant que postérieurement.

.../...

.../...

Suite de la communication du 4 avril 2014

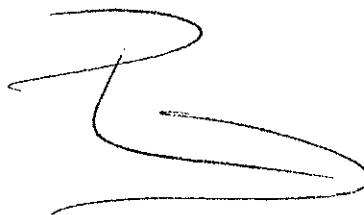
Ces difficultés ont amené notre Collège des Conseillers pédiatres à élaborer un nouveau modèle de certificat de santé physique et psychique, que vous trouverez en annexe de la présente accompagné d'un courrier explicatif à l'attention des Médecins, rédigé par le Docteur MAUROY, Directrice médicale, afin de les sensibiliser à l'importance de ce certificat tant du point de vue de l'état de santé physique du professionnel de la petite enfance que de son état de santé psychique.

Nous vous recommandons vivement d'utiliser ce nouveau modèle, la personne concernée pouvant le transmettre, ainsi que le courrier explicatif, à son médecin traitant dans les situations suivantes :

- pour les accueillant(e)s d'enfants, conventionnées ou autonomes, pour chaque membre de leur ménage de plus de 15 ans, ainsi que pour les membres du personnel des milieux d'accueil en collectivité non soumis à la médecine du travail, tant au niveau de leur demande d'autorisation que du renouvellement annuel du certificat ;
- pour les membres du personnel des milieux d'accueil en collectivité, soumis à la médecine du travail, de sorte à ce qu'ils puissent produire un premier certificat d'aptitude physique et psychique établi par leur médecin traitant préalablement à leur entrée en fonction, le renouvellement annuel étant du ressort de la médecine du travail.

Bien entendu, l'Office disposera toujours de la faculté de réclamer, en cas de nécessité, un certificat complémentaire établi par un spécialiste et toute modification importante de l'état de santé doit nous être signalée spontanément.

Vous remerciant de l'intérêt prioritaire que vous accorderez à la présente, nous vous prions d'agréer, Madame, Monsieur, l'expression de nos sentiments très distingués.



Benoît PARMENTIER,
Administrateur général

**CERTIFICAT DE SANTÉ PHYSIQUE ET PSYCHIQUE
DESTINÉ À L'ACCUEIL D'ENFANTS (DE 0 À 6 ANS)**

Je soussigné(e), docteur

Certifie qu'au moment de l'examen et en fonction des éléments portés à ma connaissance,

Madame/Monsieur

Date de naissance : Adresse :

Fonction :

ne présente :

☐ aucun signe d'affection physique ou psychique susceptible de représenter un danger pour les enfants accueillis¹.

☐ aucune inaptitude à prendre en charge des enfants en bas âge².

Je souhaite un avis complémentaire par un médecin spécialiste en

Date

signature

cachet

Voir les points d'attention pour l'aide à la rédaction du certificat au verso

¹ A compléter pour :

- chaque membre du personnel d'un milieu d'accueil ainsi que pour toutes personnes appelées à être en contact fréquent avec les enfants accueillis
- chaque accueillant (m/f) d'enfants
- toutes personnes de plus de 15 ans faisant partie du ménage de l'accueillant (m/f).

² À compléter uniquement pour le professionnel de l'enfance : accueillant, puéricultrice (m/f) etc.

EXTRAIT DE LA RÉGLEMENTATION DES MILIEUX D'ACCUEIL

L'article 27 de l'arrêté du Gouvernement de la Communauté française portant réglementation générale des milieux d'accueil du 27/02/2003 stipule que :

- le membre du personnel d'un milieu d'accueil
- l'accueillante (m/f)
- les personnes de plus de 15 ans faisant partie du ménage de l'accueillante
- les personnes appelées à être en contact fréquent avec les enfants accueillis

doivent fournir à l'ONE un certificat médical (à la demande d'autorisation et renouvelé annuellement) attestant qu'au moment de l'examen, il n'existe aucun signe d'affection physique ou psychique susceptible de présenter un danger pour les enfants accueillis.

Complémentairement à cette attestation, l'ONE peut également exiger qu'un certificat complémentaire soit établi par un médecin spécialiste.

POINTS D'ATTENTION POUR L'AIDE À LA RÉDACTION DU CERTIFICAT

L'accueil d'enfants en bas âge ne s'improvise pas et requiert de multiples compétences ainsi qu'un bon état de santé physique et psychique afin de :

- Etablir une relation privilégiée avec l'enfant en lui assurant une sécurité affective, psychologique et physique
- Garantir les besoins premiers de l'enfant : repas, hygiène, repos, sécurité, expression des émotions
- Adapter ses modes d'agir pour rencontrer au mieux les besoins de chaque enfant
- Contribuer à son développement cognitif et sensori-moteur ainsi qu'à l'acquisition de son autonomie.

États de santé rendant incompatible l'accueil d'enfants :

- Maladies infectieuses en phase de contagiosité
- Problèmes **physiques** (ex. : affections ostéo articulaires) ou **sensoriels** (ex : déficit visuel ou auditif non corrigé) limitant les possibilités de soins ou l'accompagnement des activités de l'enfant
- Maladies pouvant entraîner des pertes de connaissance (ex. : épilepsie ou diabète mal contrôlés)
- Affections psychiques *et troubles de la personnalité, dépression grave*
- Assuétudes.

!!!! *Certaines affections peuvent s'avérer spécialement problématiques lorsqu'une accueillante est amenée à travailler seule à son domicile.*



Place du Marché, 2 - 4000 Liège

SÉANCE PUBLIQUE

Direction des Services sociaux, de
Proximité et de la Petite Enfance

Extrait du registre aux délibérations du Conseil communal.

SÉANCE DU 26 mai 2015 - N° 117

Responsable administratif : Rosario Sgarito

Email: rosario.sgarito@liege.be

Le Conseil communal,

Objet : Adoption de la Convention entre l'association "COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L'EXCLUSION - LIEGE" - n° d'entreprise : 0418.559.057 - sise 11 rue Maghin à 4000 LIEGE - et la Ville de Liège dans le cadre de la création et de la gestion d'une Maison Communale d'Accueil de l'Enfance (M.C.A.E.) dénommée "Le Traversier" d'une capacité de 12 places, située 2 Montagne de Bueren à 4000 LIEGE.

Vu l'Arrêté du Gouvernement de la Communauté Française du 27 février 2003 "portant réglementation générale des milieux d'accueil" prévoyant, en son article 5 al.2, que "La maison communale d'accueil de l'enfance est gérée par un ou par plusieurs pouvoirs publics, par une structure où les pouvoirs publics sont majoritaires ou par une association sans but lucratif ayant conclu une convention avec la commune, conformément au modèle établi par l'Office" ;

Vu l'article L1122-30 du Code de la démocratie locale et de la décentralisation ;

Attendu que l'association "COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L'EXCLUSION - LIEGE" a notamment pour but de développer des actions contre la violence familiale "en organisant l'accueil et l'hébergement de femmes et de leurs enfants confrontés à la violence familiale" ;

Attendu que ladite association a, par décision de son Conseil d'Administration du 13 juin 2014, déposé auprès de l'O.N.E. un projet de Maison Communale d'Accueil de l'Enfance (M.C.A.E.) dénommée "Le Traversier" d'une capacité de 12 places, située 2 Montagne de Bueren à 4000 LIEGE ;

Attendu que, conformément à l'Arrêté du Gouvernement de la Communauté Française du 27 février 2003 susvisé, il y a lieu de conclure une convention entre l'association dont question et la Ville de Liège pour permettre la création et la gestion d'une M.C.A.E. sur le territoire communal ;

Attendu que, par la conclusion de cette convention selon le modèle O.N.E., la Ville de Liège reconnaît l'utilité et le bien-fondé de la création et du fonctionnement de la M.C.A.E. gérée par l'association dont question, et ce, en vue d'offrir de 12 places supplémentaires pour l'accueil de la petite enfance sur le territoire communal afin de servir l'intérêt général ;

Vu l'avis du Département juridique du 30 mars 2015 ;

Attendu la demande d'avis adressée sur base d'un dossier complet au Directeur financier en date du 08/05/2015.

Attendu l'avis favorable du Directeur financier annexé à la présente décision et rendu en date du 11/05/2015 conformément à l'article L1124-40 du Code de la démocratie locale et de la décentralisation,

Sur proposition du Collège Communal, en sa séance du 13 mai 2016*, et après examen du dossier par la Commission compétente ;

ADOpte la convention entre l'association "COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L'EXCLUSION - LIEGE" - n° d'entreprise : 0418.559.057 - sise 11 rue Maghin à 4000 LIEGE - et la Ville de Liège dans le cadre de la création et de la gestion d'une Maison Communale d'Accueil de l'Enfance (M.C.A.E.) dénommée "Le Traversier" d'une capacité de 12 places, située 2 Montagne de Bueren à 4000 LIEGE.

Texte de la convention transmis par l'O.N.E.

Office de la Naissance et de l'Enfance (O.N.E.)
95, Chaussée de Charleroi
1060 BRUXELLES

Modèle de convention entre une ASBL et une Commune dans le cadre de la gestion d'une M.C.A.E.

(article 5 de l'arrêté du Gouvernement de la Communauté française du 27 février 2003 portant réglementation générale des milieux d'accueil)

Remarques préalables :

- Selon l'article 2,3° de l'arrêté précité, la Maison communale d'accueil de l'enfance (en abrégé, M.C.A.E.) est un milieu d'accueil conçu pour accueillir en collectivité et en externat des enfants âgés de 0 à 6 ans avec du personnel qualifié ;
- Ce type de milieu d'accueil fait partie de la catégorie des milieux d'accueil agréés, susceptibles d'être subventionnés par l'O.N.E.

Entre, d'une part, l'Association sans but lucratif «COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L'EXCLUSION - LIEGE» (n° d'entreprise : 0418.559.057), dont le siège est situé 11 rue Maghin à 4000 LIEGE, ici représentée par Mme Marisa GIANCANE, Directrice, dont les statuts sont joints à la présente convention, gestionnaire de la M.C.A.E. « Le Traversier », 2 Montagne de Bueren à 4000 LIEGE ;

Et, d'autre part, la Ville de Liège, ici représentée par M. Serge MANTOVANI, Directeur Général adjoint, et M. Pierre STASSART, Echevin délégué (délégation de pouvoir du Collège, en exécution d'une délibération du Conseil Communal du);

Il est convenu ce qui suit :

I. Engagements de l'A.S.B.L. :

- Organiser et gérer, sur le territoire de la commune, une M.C.A.E. d'une capacité agréée de 12 places, destinées à rencontrer au mieux des possibilités les besoins d'accueil d'enfants de 0 à 6 ans, et prioritairement ceux âgés de 0 à 3 ans ;
- Prendre en charge à cette fin, sans discrimination, les demandes d'accueil, qu'elles émanent directement des parents ou de l'administration communale ;
- Assumer toutes les opérations relatives à l'inscription, au contrat d'accueil et à la participation financière des parents, conformément aux dispositions de l'arrêté du 27 février 2003 portant réglementation générale des milieux d'accueil ;
- D'une manière générale, respecter les dispositions réglementaires et les directives de l'O.N.E., notamment dans le cadre du code de qualité de l'accueil, et donner suite aux remarques formulées par l'administration de l'Office ;
- Conclure toutes les polices d'assurance nécessaires pour couvrir les risques inhérents à l'exécution de la présente convention ;
- Si des locaux ou du matériel, voire du personnel, sont mis à disposition de l'A.S.B.L. par la commune à cette fin, s'engager à respecter les obligations découlant de cette mise à disposition (utilisation, entretien, loyers) ;

- Gérer la M.C.A.E. de manière rationnelle en veillant à équilibrer les recettes et les dépenses ;
- Faire rapport à la commune chaque année en fin d'exercice sur le bilan moral (activités) et financier de la M.C.A.E.

II. Engagements de la Ville :

- Reconnaître l'utilité et le bien-fondé de la création et du fonctionnement de la M.C.A.E. gérée par l'ASBL susmentionnée et agréée par l'O.N.E. et s'engager à lui apporter son soutien et son aide.

Cette convention est conclue pour une période déterminée de 6 ans, elle est renouvelable par tacite reconduction, les deux parties pouvant y mettre fin à tout moment moyennant un préavis de 6 mois, notifié par lettre recommandée.

La présente convention prend cours à dater du 01 mai 2015 ; les deux parties s'engagent à en assurer l'entière exécution de bonne foi.

Fait à Liège en deux exemplaires signés par chacune des parties, chacune en recevant un exemplaire.

Signature des mandataires.

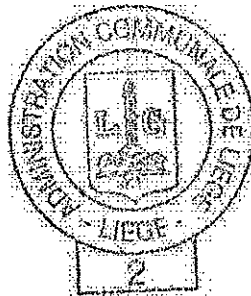
☒ La présente décision a recueilli voix pour, voix contre, abstention(s).

La présente décision a recueilli l'unanimité des suffrages.

Le Directeur général adjoint,

Serge MANTOVANI

PAR LE CONSEIL,



Le Bourgmestre,

Willy DEMEYER

POOR ASBL
CUFE
COLLECTIF CONTRE LES VIOLENCES
FAMILIALES ET D'EXCLUSION

Rue Maghin, 11
4000 LIÈGE
Tél. & Fax 04/221 68 69

N. GIANENNE
Directrice

Sous le Haut Patronage de LL. MM, le Roi et la Reine

Bruxelles, le

08 SEP. 2015

ASBL « Collectif contre les violences
familiales et l'exclusion »
rue Maghin 11
4000 LIEGE

Département Accueil
Direction Milieux d'Accueil 0-3
Service Administration
EG/MP - 66/62063/10 - LG180 - Acc.
HIST01MP201509223 - n° Ind. : 201509180039
Votre correspondante : Magali POSSET
☎ : +32 (02) 542 15 67
✉ : +32 (02) 542 14 89
✉ : magali.posset@one.be

Monsieur, Madame,

Concerne :

- programmation 2014-2018 (Volet 2) des milieux d'accueil en collectivité subventionnés ;
- octroi de l'agrément et du droit aux subsides de votre MCAE « Le Traversier » de 12 places, située Montagne de Bueren 2 à 4000 Liège

Par la présente, nous avons le plaisir de vous notifier la décision adoptée par l'Administration générale de l'Office relativement à l'objet repris sous rubrique.

Vu le décret du Conseil de la Communauté française du 17 juillet 2002 portant réforme de l'Office de la Naissance et de l'Enfance ;

Vu l'arrêté du Gouvernement de la Communauté française du 27 février 2003 portant réglementation générale des milieux d'accueil tel que modifié ;

Vu l'arrêté du Gouvernement de la Communauté française du 19 mai 2004 approuvant le règlement organique de l'Office de la Naissance et de l'Enfance ;

Vu l'arrêté du Gouvernement de la Communauté française du 17 décembre 2003 fixant le Code de qualité de l'accueil ;

Vu les articles 67 à 84 du Contrat de gestion 2013-2018 de l'Office de la Naissance et de l'Enfance ;

Vu l'appel public à projets lancé en date du 09 mai 2014 dans le cadre de la programmation 2014-2018 des milieux d'accueil en collectivité subventionnés ;

Considérant votre projet de création de votre MCAE « Le Traversier » d'une capacité subventionnée de 12 places, avec date d'opérationnalité initialement prévue au 1^{er} trimestre 2015 ;

Considérant la décision du 8 janvier 2015 du Comité subrégional de Liège de retenir votre projet, à concurrence de 12 places, dans le cadre du volet 2 de la programmation 2014-2018 ;

Considérant l'autorisation qui vous a été délivrée par le Comité subrégional pour accueillir simultanément 12 enfants dans les locaux de votre MCAE « Le Traversier », avec effet en date du 04 juin 2015 ;

Attendu le rapport du 30 avril 2015 du Service Incendie attestant la conformité de votre établissement aux normes relatives à la lutte et à la prévention contre l'incendie ;

.../...

.../...

Suite de la lettre du

08 SEP. 2015

Considérant la décision de l'Administration générale de vous octroyer l'attestation de qualité conformément à l'article 21 de l'arrêté du 17 décembre 2003 précité ;

Considérant que le rapport des agents de l'O.N.E. atteste que votre projet est opérationnel et respecte les conditions d'agrément pour 12 places, telles que spécifiées à l'article 67 de l'arrêté du 27 février 2003 et contient un avis favorable pour l'agrément de votre MCAE « Le Traversier », à concurrence d'une capacité de 12 places ;

Attendu l'ouverture effective des places en date du 1^{er} septembre 2015 ainsi que l'engagement du personnel répondant aux normes minimales d'encadrement à la date du 19 août 2015 ;

Considérant que le motif évoqué pour justifier le report de l'opérationnalité de votre projet, à savoir la décision de l'octroi des points APE qui vous a été notifiée le 08 juillet 2015 sur base d'une demande introduite le 29 avril 2015, soit à peine 8 jours après l'envoi de notre courrier vous informant des modalités à suivre dans le cadre de la réalisation de votre projet, relève d'un cas de force majeure conformément à l'article 81 de notre contrat de gestion ;

Sur base des éléments en sa possession, l'Administration générale a, dès lors, décidé de vous octroyer l'agrément et le droit aux subsides de votre MCAE « Le Traversier » à concurrence d'une capacité de 12 places et avec effet au 19 août 2015. Nous attirons votre attention sur le fait qu'en vertu de l'article 101 de l'arrêté portant réglementation générale, la capacité des MCAE est toujours limitée à 12 places.

Le maintien de l'agrément et du droit aux subsides est subordonné au respect des conditions d'agrément tout au long de l'activité de votre structure.

Les normes minimales d'encadrement au sein de votre MCAE de 12 places sont les suivantes :

- Poste social : 25 % (subventionné)
- Poste « puériculture » : 250 %

Le numéro matricule de la MCAE « Le Traversier » est désormais le 66/62063/10, que nous vous saurions gré de bien vouloir mentionner sur toute correspondance avec nos services.

Nous vous faisons parvenir, par courrier séparé, diverses communications ainsi que les documents utiles à la demande de subsides. A cet effet, nos inspecteurs comptables se tiennent à votre disposition pour vous aider à compléter votre première demande de subsides (téléphones : 02/542.13.28, 02/542.15.24, 02/542.12.13 ou 02/542.15.47, uniquement le vendredi).

Vous souhaitant bonne réception de la présente, nous vous prions d'agréer, Monsieur, Madame, l'expression de nos sentiments très distingués.

Benoît PARMENTIER,
Administrateur général.



OFFICE
DE LA NAISSANCE
ET DE L'ENFANCE

Sous le Haut Patronage de LL. MM. le Roi et la Reine

Associated with document Ref. Ares(2017)5664210 - 20/11/2017

Bruxelles, le

08 SEP. 2015

ASBL « Collectif contre les violences
familiales et l'exclusion »
Rue Maghin 11
4000 LIEGE

Département Accueil
Direction Milieux d'Accueil 0-3
Service Administration
EG/AP - 66/62063/10 - Acc.
ADQ - 23.09.2015
Votre correspondante : M. POSSET
☎ : 02/542.15.67 - 📠 : 02/542.14.89
✉ : magali.posset@one.be

Madame, Monsieur,

Concerne : octroi de l'attestation de qualité de votre MCAE « Le Traversier », située
Montagne de Bueren 2 à 4000 Liège.

Vu le Décret du 17 juillet 2002 portant réforme de l'Office de la Naissance et de l'Enfance,
notamment l'article 6 § 1^{er} ;

Vu l'Arrêté du Gouvernement de la Communauté française du 27 février 2003 portant
réglementation générale des milieux d'accueil, notamment l'article 67, 1° ;

Vu l'Arrêté du Gouvernement de la Communauté française du 17 décembre 2003 fixant le
code de qualité de l'accueil ;

Vu l'avis favorable des agents de l'ONE concernés sur le projet d'accueil ;

Vu l'évaluation du milieu d'accueil par référence à son projet d'accueil et au code de
qualité de l'accueil ;

Vu l'évaluation du fait que le milieu d'accueil projette bien de faire évoluer la qualité de
l'accueil dans le sens d'un ou plusieurs des objectifs du chapitre II du code de qualité, en
l'occurrence :

- Réflexion et mise en place d'un aménagement de l'espace d'accueil en vue de
limiter les déplacements de l'adulte autour des enfants ;
- Optimisation du premier accueil des familles (entretien d'accueil et période
de familiarisation) ;
- Réflexion d'équipe autour des outils de communication dans un but
d'amélioration et/ou d'élaboration d'outils opérationnels visant la
communication professionnelle.

Les moyens mis en œuvre pour y arriver sont décrits dans le plan d'amélioration de la
qualité transmis par le milieu d'accueil.

../...

../...

Suite de la lettre du

0 8 SEP. 2015

Par la présente, nous vous délivrons l'attestation de qualité de votre MCAE « Le Traversier » telle que visée à l'article 21 de l'Arrêté du 17 décembre 2003 précité avec effet au 19 août 2015.

Conformément à l'article 22 de l'arrêté précité, l'attestation de qualité délivrée par l'Office a une validité maximale de trois ans. Elle est renouvelée, tenant notamment compte de l'évaluation de la mise en œuvre du projet d'accueil précédent selon les modalités prévues à l'article 21.

Veillez noter que la présente attestation vaut également approbation par l'Office du règlement d'ordre intérieur de votre structure, telle que prévue à l'article 17 de l'arrêté du 27 février 2003 portant réglementation générale des milieux d'accueil.

Nous désirons vous remercier, ainsi que l'ensemble des membres du personnel de votre milieu d'accueil, du travail accompli dans le cadre de votre projet d'accueil et vous souhaitons une excellente continuation dans la réalisation d'un accueil de qualité au bénéfice des enfants et de leurs parents.

Nous vous souhaitons bonne réception de la présente et vous prions d'agréer, Madame, Monsieur, l'expression de nos sentiments très distingués.


Benoît PARMENTIER,
Administrateur général.

The 55 page summary of the Annual Report of BMSZKI's activities for the year 2015 is available in Hungarian at [http://www.bmszki.hu/sites/default/files/field/uploads/1. b
evezeto es osszefoglalo 0.pdf](http://www.bmszki.hu/sites/default/files/field/uploads/1.%20BMSZKI%202015%20vev%C3%A9r%C3%9Csegi%20es%20%C3%A9ves%20sz%C3%A1m%C3%A1rol%C3%B3.pdf)

For the more detailed report on its activities see the reports of its various services at [http://www.bmszki.hu/hu/2015-evi-
intezmenyi-beszamolok](http://www.bmszki.hu/hu/2015-evi-intezmenyi-beszamolok)

ESTIMATED BUDGET FOR THE ACTION (page 1 of 2)

Estimated eligible ¹ costs (per budget category)											EU contribution			Action's estimated receipts		
A. Direct personnel costs	B. Direct travel and subsistence costs				C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs ³	Total costs		Reimbursement rate % ⁴	Maximum EU contribution ⁵	Maximum grant amount ⁶	Income generated by the action	Financial contributions given by third parties to the beneficiaries	Action's total receipts
A.1 Employees (or equivalent) A.2 Natural persons under direct contract and seconded persons	B.1 Travel	B. Subsistence				D.1 Financial support D.2 Prizes	E.1 Equipment E.2 Other goods and services									
Form of costs ⁷	Actual	Actual	Actual	Unit ⁸		Actual	Actual	Actual	Flat-rate ⁹							
	a	b1	[b2]	No	Total [b2]	c	[d]	e	f = flat-rate * (a + b1 +b2 + c + [d] + e)	g = a + b1 + b2 + c + [d]+ e + f	h	i = g * h	j	k	l	m = k + l
1. BMSZKI	61,734.00	2,650.00	4,200.00			0.00	0.00	11,625.00	5,614.63	85,823.63	80	68,658.90	68,658.00	0.00	0.00	0.00
2. FEANTSA	43,621.00	2,650.00	4,200.00			0.00	0.00	41,590.00	6,444.27	98,505.27	80	78,804.22	78,804.00	0.00	0.00	0.00
3. Depaul UK	68,607.00	2,200.00	2,800.00			0.00	0.00	1,800.00	5,278.49	80,685.49	80	64,548.39	64,548.00	0.00	0.00	0.00
4. CVFE ASBL	42,944.00	2,650.00	4,200.00			0.00	0.00	1,800.00	3,611.58	55,205.58	80	44,164.46	44,164.00	0.00	0.00	0.00
5. fio.PSD	32,600.00	2,650.00	4,200.00			0.00	0.00	5,640.00	3,156.30	48,246.30	80	38,597.04	38,597.00	0.00	0.00	0.00
6. SAFE Ireland	47,214.00	2,650.00	4,200.00			2,000.00	0.00	1,800.00	4,050.48	61,914.48	80	49,531.58	49,531.00	0.00	0.00	0.00
Total consortium	296,720.00	15,450.00	23,800.00			2,000.00	0.00	64,255.00	28,155.75	430,380.75	80	344,304.59	344,302.00	0.00	0.00	0.00

ESTIMATED BUDGET FOR THE ACTION (page 2 of 2)

- (1) See Article 6 for the eligibility conditions.
- (2) The consortium remains free to decide on a different internal distribution of the EU funding (via the consortium agreement; see Article 25.3)
- (3) The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F)
- (4) For the reimbursement rate, see Article 5.2
- (5) This is the theoretical amount of the EU contribution, if the reimbursement rate is applied to all the budgeted costs. This theoretical amount is capped by the 'maximum grant amount'
- (6) The 'maximum grant amount' is the maximum grant amount decided by the Commission. It normally corresponds to the requested grant, but may be lower
- (7) See Article 5 for the cost forms
- (8) See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit)
- (9) For the flat rate, see Article 6.2.F

ACCESSION FORM FOR BENEFICIARIES

FEDERATION EUROPEENNE D'ASSOCIATIONS NATIONALES TRAVAILLANT AVEC LES SANS-ABRI AISBL (FEANTSA), established in CHAUSSEE DE LOUVAIN 194, BRUXELLES 1210, Belgium, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('2')

in Grant Agreement No 776834 ('the Grant Agreement')

between BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Making Shelters Psychologically- and Trauma-Informed (PIE4shelters).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

DEPAUL UK (Depaul UK), established in 34 Decima Street, London SE1 4QQ, United Kingdom, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('3')

in Grant Agreement No 776834 ('the Grant Agreement')

between BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Making Shelters Psychologically- and Trauma-Informed (PIE4shelters).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

COLLECTIF CONTRE LES VIOLENCES FAMILIALES ET L'EXCLUSION-LIEGE (CVFE ASBL), established in RUE MAGHIN 11, LIEGE 4000, Belgium, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('4')

in Grant Agreement No 776834 ('the Grant Agreement')

between BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Making Shelters Psychologically- and Trauma-Informed (PIE4shelters).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

FEDERAZIONE ITALIANA DEGLI ORGANISMI PER LE PERSONE SENZA DIMORA (fio.PSD), established in VIA GIAMBATTISTA SORIA 13, ROMA 00168, Italy, VAT number: IT03852830102, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('5')

in Grant Agreement No 776834 ('the Grant Agreement')

between BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Making Shelters Psychologically- and Trauma-Informed (PIE4shelters).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

ACCESSION FORM FOR BENEFICIARIES

SAFE IRELAND NATIONAL SOCIAL CHANGE AGENCY COMPANY LIMITED BY GUARANTEE (SAFE Ireland), established in UNIT5 CENTRE COURT BLYRY BUSINESS PARK, ATHLONE WESTMEATH N37N9K6, Ireland, ('the beneficiary'), represented for the purpose of signing this Accession Form by the undersigned,

hereby agrees

to become beneficiary No ('6')

in Grant Agreement No 776834 ('the Grant Agreement')

between BUDAPESTI MODSZERTANI SZOCIALIS KOZPONT ES INTEZMENYEI and the European Union ('the EU'), represented by the European Commission ('the Commission'),

for the action entitled Making Shelters Psychologically- and Trauma-Informed (PIE4shelters).

and mandates

the coordinator to submit and sign in its name and on its behalf any amendments to the Agreement, in accordance with Article 39.

By signing this Accession Form, the beneficiary accepts the grant and agrees to implement it in accordance with the Agreement, with all the obligations and conditions it sets out.

SIGNATURE

For the beneficiary/new beneficiary/new coordinator

① print format A4
landscape

MODEL ANNEX 4 JUST MGA — MULTI

FINANCIAL STATEMENT FOR [BENEFICIARY [name] / AFFILIATED ENTITY [name]] FOR REPORTING PERIOD [reporting period]

	Eligible ¹ costs (per budget category)										Receipts			EU contribution		
	A. Direct personnel costs	B. Direct travel and subsistence costs			C. Direct costs of subcontracting	[D. Direct costs of fin. support]	E. Other direct costs	F. Indirect costs ²	Total costs		Income generated by the action	Financial contributions given by third parties to the beneficiaries	Total receipts	Reimbursement rate % ³	Maximum EU contribution ⁴	Requested EU contribution
	A.1 Employees (or equivalent) A.2 Natural persons under direct contract seconded persons	B.1 Travel	B.2 Subsistence			[D.1 Financial support] [D.2 Prizes]	E.1 Equipment E.2 Other goods and services									
	Cost form ⁵	Actual	Actual	Actual	Unit ⁶	Actual	Actual	Actual	Flat-rate ⁷							
		a	b1	[b2]	No Total [b2]	c	[d]	e	f = flat-rate * (a + b1 +b2 + c [+d] + e)	g = a+ b1 +b2 + c [+ d] + e + f	h	i	j= h + i	k	l	m
[short name beneficiary / affiliated entity]																

The beneficiary/affiliated entity hereby confirms that:
The information provided is complete, reliable and true.
The costs declared are eligible (see Article 6).
The costs can be substantiated by adequate records and supporting documentation that will be produced upon request or in the context of checks, reviews, audits and investigations (see Articles 12, 13 and 17).
For the last reporting period: that all the receipts have been declared (see Article 5.3.3).

① Please declare all eligible costs, even if they exceed the amounts indicated in the estimated budget (see Annex 2). Only amounts that were declared in your individual financial statements can be taken into account lateron, in order to replace other costs that are found to be ineligible.

¹ See Article 6 for the eligibility conditions.

² The indirect costs claimed must be free of any amounts covered by an operating grant (received under any EU or Euratom funding programme). A beneficiary that receives an operating grant during the duration of the action cannot claim any indirect costs for the year(s) covered by the operating grant (see Article 6.2.F).

³ See Article 5.2 for the reimbursement rate.

⁴ This is the theoretical amount of EU contribution that the system calculates automatically (by multiplying the reimbursement rate by the total costs declared). The amount you request (in the column 'requested EU contribution') may be less.

⁵ See Article 5.2 for the cost forms.

⁶ See Annex 2a 'Additional information on the estimated budget' for the details (units, cost per unit).

⁷ See Article 6.2.F for the flat-rate.

ANNEX 5

MODEL FOR THE CERTIFICATE ON THE FINANCIAL STATEMENT (CFS)

This document sets out:

- the objectives and scope of the independent report of factual findings on costs declared under a EU grant agreement financed under the Rights equality and citizenship Programme 2014-2020 or the Justice Programme 2014-2020 and
- a model for the certificate on the financial statement (CFS).

1. Background and subject matter

[OPTION 1 for actions with one RP and NO interim payments: Within 60 days of the end of the reporting period, the coordinator must submit to the Commission a **final report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.]

[OPTION 2 for actions with several RPs and interim payments: Within 60 days of the end of each reporting period, the coordinator must submit to the Commission a **periodic report**, which should include (among other documents and unless otherwise specified in Article 15 of the Grant Agreement) a **certified financial statement** (CFS; see proposed model below) for each beneficiary and (if applicable) each affiliated entity, if:

- the cumulative amount of payments the beneficiary/affiliated entity requests as reimbursement of actual costs is EUR 325 000 or more and
- the maximum EU contribution indicated for that beneficiary/affiliated entity in the estimated budget (see Annex 2) as reimbursement of actual costs is EUR 750 000 or more.

The CFS must be submitted every time the cumulative amount of payments requested (i.e. including in previous financial statements) reaches the threshold (i.e. a first certificate once the cumulative amount reaches 325 000, a second certificate once it reaches 650 000, a third certificate once it reaches 975 000, etc.).

Once the threshold is reached, the CFS must cover all reporting periods for which no certificate has yet been submitted.]

The beneficiary must provide the CFS for itself and, if applicable, for its affiliated entity(ies).

The **purpose** of the audit on which the CFS is based is to give the Commission ‘reasonable assurance’¹ that costs declared as eligible costs under the grant (and, if relevant, receipts generated in the course of the action) are being claimed by the beneficiary in accordance with the relevant legal and financial provisions of the Grant Agreement.

The **scope** of the audit is limited to the verification of eligible costs included in the CFS. The audit must be conducted in line with point 3 below.

Certifying auditors must carry out the audits in compliance with generally accepted **audit standards** and indicate which standards they have applied. They must bear in mind that, to establish a CFS, they must carry out a compliance audit and not a normal statutory audit. The eligibility criteria in the Grant Agreement always override normal accounting practices.

The beneficiary and the auditor are expected to address any **questions on factual data or detailed calculations** before the financial statement and the accompanying certificate are submitted. It is also recommended that the beneficiary take into account the auditor’s preliminary comments and suggestions in order to avoid a qualified opinion or reduce the scope of the qualifications.

Since the certificate is the main source of assurance for cost claims and payments, it will be easier to consider amounts as eligible if a **non-qualified certificate** is provided..

The submission of a certificate does not affect the Commission’s right to carry out its **own assessment or audits**. Neither does the reimbursement of costs covered by a certificate preclude the Commission, the European Anti-Fraud Office or the European Court of Auditors from carrying out checks, reviews, audits and investigations in accordance with Article 17 of the Grant Agreement.

The Commission expects the certificates to be issued by auditors according to the highest professional standards.

2. Auditors who may deliver a certificate

The beneficiary is free to choose a **qualified external auditor**, including its usual external auditor, provided that:

- the external auditor is **independent** from the beneficiary and
- the provisions of **Directive 2006/43/EC**² are complied with.

¹ This means a high degree of confidence.

² Directive [2006/43/EC](#) of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts or similar national regulations (OJ L 157, 9.6.2006, p. 87).

Independence is one of the qualities that permit the auditor to apply unbiased judgement and objective consideration to established facts to arrive at an opinion or a decision. It also means that the auditor works without direction or interference of any kind from the beneficiary.

Auditors are considered as providing services to the beneficiary under a **purchase contract** within the meaning of Article 9 of the Grant Agreement. This means that the costs of the CFS may normally be declared as costs incurred for the action, if the cost eligibility rules set out in Articles 6 and 9.1.1 of the Grant Agreement are fulfilled (especially: best value for money and no conflict of interests; see also below eligibility of costs of other goods and services). Where the beneficiary uses its usual external auditor, it is presumed that they already have an agreement that complies with these provisions and there is no obligation to find new bids. Where the beneficiary uses an external auditor who is not their usual external auditor, it must select an auditor following the rules set out in Article 9.1.1.

Public bodies can choose an external auditor or a competent public officer. In the latter case, the auditor's independence is usually defined as independence from the audited beneficiary 'in fact and in appearance'. A preliminary condition is that this officer was not involved in any way in drawing up the financial statements. Relevant national authorities establish the legal capacity of the officer to carry out audits of that specific public body. The certificate should refer to this appointment.

3. Audit methodology and expected results

3.1 Verification of eligibility of the costs declared

The auditor must conduct its verification on the basis of inquiry and analysis, (re)computation, comparison, other accuracy checks, observation, inspection of records and documents and by interviewing the beneficiary (and the persons working for it).

The auditor must examine the following documentation:

- the Grant Agreement and any amendments to it;
- the periodical and/or final report(s);
- *for personnel costs*
 - salary slips;
 - time sheets;
 - contracts of employment;
 - other documents (e.g. personnel accounts, social security legislation, invoices, receipts, etc.);
 - proofs of payment;
- *for travel and subsistence costs*
 - the beneficiary's internal rules on travel;
 - transport invoices and tickets (if applicable);
 - declarations by the beneficiary;
 - other documents (proofs of attendance such as minutes of meetings, reports, etc.);
 - proofs of payment;
- *for equipment costs*
 - invoices;
 - delivery slips / certificates of first use;

- proofs of payment;
 - depreciation method of calculation;
- *for subcontracting*
 - the call for tender;
 - tenders (if applicable);
 - justification for the choice of subcontractor;
 - contracts with subcontractors;
 - invoices;
 - declarations by the beneficiary;
 - proofs of payment;
 - other documents: e.g. national rules on public tendering if applicable, EU Directives, etc.;
- *for costs of other goods and services*
 - invoices;
 - proofs of payment; and
 - other relevant accounting documents.

General eligibility rules

The auditor must verify that the costs declared comply with the general eligibility rules set out in Article 6.1 of the Grant Agreement.

In particular, the costs must:

- be actually incurred;
- be linked to the subject of the Grant Agreement and indicated in the beneficiary's estimated budget (i.e. the latest version of Annex 2);
- be necessary to implement the action which is the subject of the grant;
- be reasonable and justified, and comply with the requirements of sound financial management, in particular as regards economy and efficiency;³
- have been incurred during the action, as defined in Article 3 of the Grant Agreement (with the exception of the invoice for the audit certificate and costs relating to the submission of the final report);
- not be covered by another EU or Euratom grant (see below ineligible costs);
- be identifiable, verifiable and, in particular, recorded in the beneficiary's accounting records and determined according to the applicable accounting standards of the country where it is established and its usual cost-accounting practices;
- comply with the requirements of applicable national laws on taxes, labour and social security;
- be in accordance with the provisions of the Grant Agreement (see, in particular, Articles 6 and 9-11a) and
- have been converted to euro at the rate laid down in Article 15.6 of the Grant Agreement:
 - for beneficiaries with accounts established in a currency other than the euro:
Costs incurred in another currency must be converted into euros at the average of the daily exchange rates published in the C series of the [EU Official Journal](#) determined over the corresponding reporting period.

³ To be assessed in particular on the basis of the procurement and selection procedures for service providers.

If no daily euro exchange rate is published in the EU Official Journal for the currency in question, the rate used must be the average of the monthly accounting rate established by the Commission and published on its [website](#);

- for beneficiaries with accounts established in euro:
Costs incurred in another currency should be converted into euros applying the beneficiary's usual accounting practice.

The auditor must verify whether expenditure includes **VAT** and, if so, verify that the beneficiary:

- cannot recover the VAT (this must be supported by a statement from the competent body) and
- is not a public body acting as a public authority.

The auditor should base his/her audit approach on the **confidence level** following a review of the beneficiary's internal control system. When using sampling, the auditor should indicate and justify the sampling size.

Specific eligibility rules

In addition, the auditor must verify that the costs declared comply with the specific cost eligibility rules set out in Article 6.2 and Articles 9.1.1, 10.1.1, 11.1.1, 11a.1.1 and 11a.2.1 of the Grant Agreement.

Personnel costs

The auditor must verify that:

- personnel costs have been charged and paid in respect of the actual time devoted by the beneficiary's personnel to implementing the action (justified on the basis of time sheets or other relevant time-recording system);
- personnel costs were calculated on the basis of annual gross salary, wages or fees (plus obligatory social charges, but excluding any other costs) specified in an employment or other type of contract, not exceeding the average rates corresponding to the beneficiary's usual policy on remuneration;
- the work was carried out during the period of implementation of the action, as defined in Article 3 the Grant Agreement;
- the personnel costs are not covered by another EU or Euratom grant (see below ineligible costs);
- for additional remunerations: the 2 conditions set out in Article 6.2.A.1 of the Grant Agreement are met (i.e. that it is part of the beneficiary's usual remuneration practices and is paid in a consistent manner whenever the same kind of work or expertise is required and that the criteria used to calculate the supplementary payments are objective and generally applied by the beneficiary, regardless of the source of funding used);
- for in-house consultants: the 3 conditions set out in Article 6.2.A.2 of the Grant Agreement are met (i.e. that the in-house consultant works under the beneficiary's instructions, that the result of the work carried out belongs to the beneficiary, and that the costs are not significantly different from those for personnel performing similar tasks under an employment contract).

The auditor should have assurance that the management and accounting system ensures proper allocation of the personnel costs to various activities carried out by the beneficiary and funded by various donors.

Travel and subsistence costs

The auditor must verify that travel and subsistence costs:

- have been charged and paid in accordance with the beneficiary's internal rules or usual practices (or, in the absence of such rules or practices, that they do not exceed the scale normally accepted by the Commission⁴;
- are not covered by another EU or Euratom grant (see below ineligible costs)
- were incurred for travels linked to action tasks set out in Annex 1 of the Grant Agreement;
- were incurred in the eligible countries set out in the call for proposals.

Equipment costs

The auditor must verify that:

- the equipment was acquired during the period of implementation of the action, as defined in Article 3 of the Grant Agreement;
- the equipment is purchased, rented or leased at normal market prices;
- public bodies have complied with the national rules on public procurement;
- the equipment is written off, depreciation has been calculated according to the tax and accounting rules applicable to the beneficiary and only the portion of the depreciation corresponding to the duration of the action has been declared and
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Costs of other goods and services

The auditor must verify that:

- the purchase complies with best value for money (or lowest price) and that there was no conflict of interests;
- public bodies have complied with the national rules on public procurement;
- the costs are not covered by another EU or Euratom grant (see below ineligible costs).

Subcontracting costs

The auditor must verify that:

- the subcontracting complies with best value for money (or lowest price) and that there was no conflict of interests;
- the subcontracting was necessary to implement the action for which the grant is requested;
- the subcontracting was provided for in Annex 1 and Annex 2 or agreed to by the Commission at a later stage;

⁴ See the Guide for Applicants — Action Grants.

- the subcontracting is supported by accounting documents in accordance with national accounting law;
- public bodies have complied with the national rules on public procurement.

Ineligible costs

The auditor must verify that the beneficiary has not declared any costs that are ineligible under Article 6.4 of the Grant Agreement:

- costs relating to return on capital;
- debt and debt service charges;
- provisions for future losses or debts;
- interest owed;
- doubtful debts;
- currency exchange losses;
- bank costs charged by the beneficiary's bank for transfers from the Commission;
- excessive or reckless expenditure;
- deductible VAT;
- VAT incurred by a public body acting as a public authority;
- costs incurred during suspension of the implementation of the action;
- in-kind contributions from third parties;
- costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the beneficiary is already receiving an operating grant financed by the EU or Euratom budget in the same period;
- costs incurred for permanent staff of a national administration for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
- costs incurred for staff or representatives of EU institutions, bodies or agencies;
- costs for activities that do/did not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission).

For more information on cost eligibility, see the Guide for applicants — Action Grants.

3.2 Verification of receipts

The auditor must verify that the beneficiary has declared receipts within the meaning of Article 5.3.3 of the Grant Agreement, i.e.:

- income generated by the action (e.g. from the sale of products, services and publications, conference fees) and
- financial contributions given by third parties, specifically to be used for costs that are eligible under the action.

3.3 Verification of the beneficiary's accounting system

The auditor must verify that:

- the accounting system (analytical or other suitable internal system) makes it possible to identify **sources of financing** for the action and related expenses incurred during the contractual period and

- expenses/income under the grant have been recorded systematically using a numbering system that **distinguishes** them from expenses/income for other projects.

Certificate on the financial statement (CFS)

To

[Beneficiary/affiliated entity's full name
address]

We, [full name of the audit firm/organisation], established in [full address/city/country],
represented for signature of this audit certificate by [name and function of an authorised
representative],

hereby certify

that:

1. We have **conducted an audit** relating to the costs declared in the financial statement of [name of beneficiary/affiliated entity] (the [beneficiary's]/[affiliated entity's]), to which this audit certificate is attached and which is to be presented to the European Commission under Grant Agreement No [insert number] — [insert acronym], covering costs for the following reporting period(s): [insert reporting period(s)].
2. We confirm that our audit was **carried out in accordance with generally accepted auditing standards** in compliance with ethical rules and on the basis of the provisions of the **Grant Agreement** and its Annexes (and in particular the audit methodology described in Annex 5).
3. The financial statement was examined and all necessary tests of [all/[X]]% of the supporting documentation and accounting records were carried out in order to obtain **reasonable assurance that**, in our opinion and on the basis of our audit
 - total costs of EUR [insert number] ([insert amount in words]) are eligible, i.e.:
 - actual;
 - determined in accordance with the [beneficiary's]/[affiliated entity's] accounting principles;
 - incurred during the period referred to in Article 3 of the Grant Agreement;
 - recorded in the [beneficiary's]/[affiliated entity's] accounts (at the date of this audit certificate);
 - comply with the specific eligibility rules in Article 6.2 of the Grant Agreement;
 - do not contain costs that are ineligible under Article 6.4 of the Grant Agreement, in particular:
 - costs relating to return on capital;
 - debt and debt service charges;
 - provisions for future losses or debts;
 - interest owed;
 - doubtful debts;
 - currency exchange losses;
 - bank costs charged by the [beneficiary's]/[affiliated entity's] bank for transfers from the Commission
 - excessive or reckless expenditure;

- deductible VAT;
 - VAT incurred by a public body acting as a public authority;
 - costs incurred during suspension of the implementation of the action;
 - in-kind contributions provided by third parties;
 - costs declared under other EU or Euratom grants (including those awarded by a Member State and financed by the EU or Euratom budget or awarded by bodies other than the Commission for the purpose of implementing the EU or Euratom budget); in particular, indirect costs if the [beneficiary]/[affiliated entity] is already receiving an operating grant financed by the EU or Euratom budget in the same period;
 - costs incurred for permanent staff of a national administration, for activities that are part of its normal activities (i.e. not undertaken only because of the grant);
 - costs incurred for staff or representatives of EU institutions, bodies or agencies;
 - costs for activities that do not take place in one of the eligible countries specified in the call for proposals (unless approved by the Commission);
 - [are claimed according to the euro conversion rate referred to in Article 15.6 of the Grant Agreement;]
- total **receipts** of EUR [insert number] ([insert amount in words]) have been declared under Article 5.3.3 of the Grant Agreement and
- the [beneficiary's]/[affiliated entity's] **accounting procedures** are in compliance with the accounting rules of the state in which it is established and permit direct reconciliation of the costs incurred for the implementation of the action covered by the EU grant with the overall statement of accounts relating to its overall activity.

[However, our audit opinion is **qualified** for:

- costs of EUR [insert number]
- receipts of EUR [insert number]

which in our opinion do not comply with the applicable rules.]

4. We are qualified/authorised to deliver this audit certificate [(for additional information, see appendix to this certificate)].
5. The [beneficiary]/[affiliated entity] paid a **price** of EUR [insert number] (including VAT of EUR [insert number]) for this audit certificate. **[OPTION 1:** These costs are eligible (i.e. incurred within 60 days of the end of the action referred to in Article 3 of the Grant Agreement) and included in the financial statement.**][OPTION 2:** These costs were not included in the financial statement.]

Date, signature and stamp

ANNEX 7

***[OPTION 1 if further pre-financing payments foreseen in Article 15.2a:
MODEL FOR THE STATEMENT ON THE USE OF THE PREVIOUS
PRE-FINANCING PAYMENT***

➤ For fields in [grey in square brackets]: enter the appropriate data

STATEMENT ON THE USE OF THE FIRST PRE-FINANCING PAYMENT

(To be filled out by the coordinator)

The undersigned:

- declares that [...] % of the first pre-financing payment of EUR [insert amount] paid for Grant Agreement No [insert number] — [acronym] have been used,
- declares that this is based on substantiated data (bank slip/treasury account) provided by each beneficiary,
- certifies that the information contained in the progress report is full, reliable and true, and is substantiated by adequate supporting documentation that can be produced in the context of checks, reviews, audits and investigations,
- requests a second pre-financing payment of EUR [insert amount].

SIGNATURE

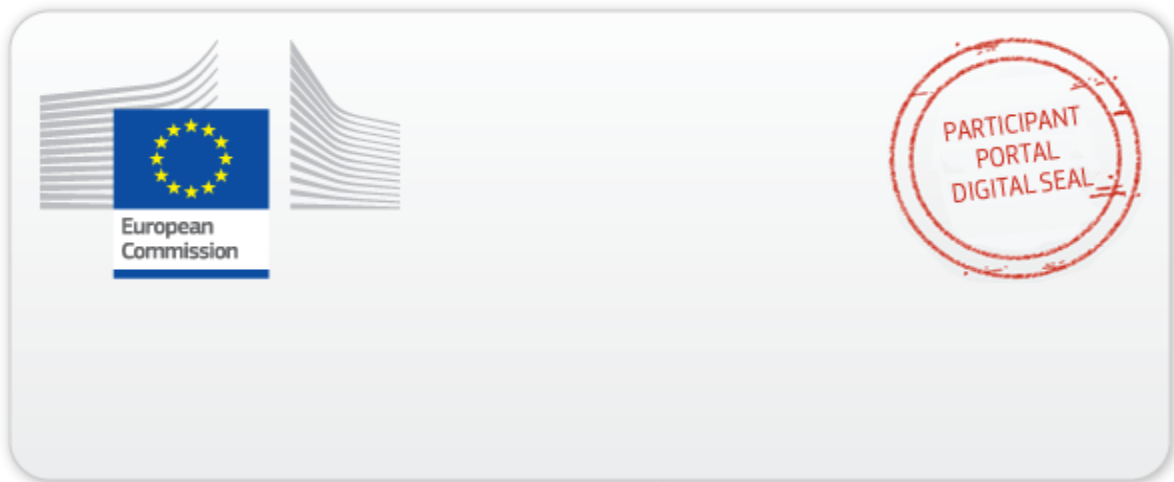
For the coordinator:

[electronic signature]

Done on [electronic time stamp]

/

[OPTION 2: Not applicable]



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