

Codice A1803A

D.D. 19 aprile 2016, n. 861

Partecipazione della squadra piemontese "TAST" di supporto e assistenza tecnica all'esercitazione internazionale Trimodex 2016 (Weeze - Germania, 26-29 maggio 2016), organizzata nell'ambito del Meccanismo Unionale di Protezione Civile. Approvazione schema di contratto fra Regione Piemonte e Consorzio organizzatore.

Premesso che:

il Trattato di Lisbona (decisione della commissione del 20/12/2007 – 2008/73/EC, Euratom) istituisce la Protezione Civile tra le materie di interesse comunitario, introducendo il cosiddetto “*Meccanismo Europeo*”;

l’art. 196, comma 2, introduce per la materia protezione civile la “*Codecisione*” (il Parlamento Europeo e il Consiglio Europeo decidono insieme) sulle iniziative da intraprendere;

l’art. 222 introduce la “*Clausola di Solidarietà*”: gli Stati Membri sono tenuti ad agire in uno spirito di solidarietà nel caso uno o più Stati Membri siano coinvolti in disastri naturali o antropici;

dal febbraio 2010 la Protezione Civile è stata incardinata, nell’ambito della Commissione Europea, nella Direzione Generale DG ECHO “*Humanitarian Aid & Civil Protection*”;

con decisione n. 1313/2013/EU del Parlamento Europeo e del Consiglio Europeo è stato istituito e caratterizzato il Meccanismo Unionale di Protezione Civile, i cui elementi caratterizzanti sono i seguenti:

ERCC (Centro di Coordinamento per la Risposta alle Emergenze), attivo 24/7 ed ubicato a Bruxelles

CECIS (Sistema informativo e di comunicazione delle Emergenze), gestito dall’ERCC in collaborazione con i national points degli Stati Membri, nel quale vengono registrati i moduli messi a disposizione volontariamente dagli Stati Membri

MODULI/TAST di Protezione civile (asset di soccorritori ed attrezzature utili ad intervenire in scenari emergenziali)

EUCPT, ossia il team di esperti per le attività tecniche, di coordinamento e valutazione, a cui partecipano gli Stati Membri

EERC (Capacità Europea di Risposta alle Emergenze), istituito in qualità di “bacino volontario” di risorse degli Stati Membri, mobilitabili dalla Comm. Europea in caso di attivazione del Meccanismo Unionale di Protezione Civile;

per quanto concerne, nello specifico, i Moduli/TAST, questi devono garantire il rispetto di alcuni requisiti funzionali, tra cui in linea generale:

interoperabilità (con altri moduli)

rapido dispiegamento

autonomia logistica ed energetica

autosufficienza dei soccorritori per almeno 96 ore;

la registrazione di un Modulo/TAST nella banca dati CECIS presuppone che il Modulo/TAST partecipi almeno ad un’esercitazione internazionale, nell’ambito del programma organizzato e

finanziato dalla Commissione Europea, e che il personale incaricato della sua gestione operativa partecipi al programma formativo della Commissione Europea;

negli anni recenti la Regione Piemonte, in collaborazione con il Dipartimento Nazionale di Protezione Civile, ha progettato e sviluppato un modulo europeo HCP (High Capacity Pumping), registrato in CECIS nel novembre 2011, ed una squadra europea TAST (Technical Assistance and Support Team), registrata in CECIS nel dicembre 2014;

con D.G.R. del 24 novembre 2014, n. 56-657 è stato definito ed approvato l'assetto definitivo della Colonna Mobile regionale, nonché l'articolato delle relative Procedure Operative, comprendendo i moduli europei suddetti;

con D.D. 3472 del 23/11/2015 sono state approvate le procedure operative standard dei moduli della Colonna Mobile Regionale di cui TAST è una componente;

Considerato che:

la Commissione Europea ha dato mandato al Consorzio Olandese Trimension di organizzare nel periodo 2015-2016 un lotto di esercitazioni full-scale, denominato "Trimodex", una delle quali si svolgerà ad Weeze (Germania) dal 26 al 29 maggio 2016;

a seguito di contatto per le vie brevi, il Dipartimento Nazionale della Protezione civile, con nota prot. n. 0016426 del 30.03.2016, ha comunicato al Settore Protezione Civile e Sistema AIB della Regione Piemonte l'individuazione della squadra piemontese "TAST" per la partecipazione alla suddetta esercitazione, richiedendo al Settore suddetto di partecipare alle relative attività preparatorie, e di dar corso agli adempimenti amministrativi necessari per il rimborso delle spese previste;

a tal fine, all'interno del Settore suddetto sono stati individuati tre funzionari, con le seguenti responsabilità:

LO (Liasion Officer) della squadra TAST, per la tenuta dei rapporti con il Consorzio organizzatore in fase preparatoria e durante l'esercitazione, non coinvolto attivamente nell'esercitazione

TL (Team Leader) della squadra TAST, attivamente coinvolto nell'esercitazione

DTL (Deputy Team Leader) della squadra TAST, attivamente coinvolto nell'esercitazione

in data 7-8 marzo 2016 si è svolto ad Weeze (Germania) il planning meeting dell'esercitazione, in presenza dell'LO della Regione Piemonte, e sono stati affrontati i principali aspetti (tecnico-logistici ed economici) inerenti la partecipazione del TAST piemontese all'esercitazione suddetta;

il Modulo TAST del Piemonte consta di n. 10 soccorritori, comprensivi di funzionari del Settore Protezione Civile, tecnici e volontari specializzati appartenenti al Coordinamento regionale Volontariato P.C. del Piemonte, oltre che di equipaggiamenti specialistici per garantire il supporto tecnologico e logistico richiesto oltre all'autosufficienza del proprio team e di EUCPT per 96 ore consecutive;

il Consorzio organizzatore ha predisposto uno schema di contratto che prevede ruoli, responsabilità e modalità di rimborso dei costi che sono sostenuti dal Settore Protezione Civile e Sistema AIB della Regione Piemonte, per la partecipazione all'esercitazione suddetta;

lo schema citato è stato inserito in Allegato 1 alla presente, per costituirne parte integrante e sostanziale;

per la partecipazione all'esercitazione trimodex 2016 in Germania si è stimata una spesa complessiva di € 13.353,48, dovuta alle seguenti voci:

trasporti A/R via terra, con utilizzo di n. 3 veicoli
vitto durante viaggio
consumo di carburante in loco
materiali e servizi per il trasporto delle apparecchiature
servizi e materiali di consumo connessi con le funzioni di supporto e assistenza tecnica logistica ed ICT
materiale medico
acqua potabile, cibo, e materiali necessari per l'autosufficienza
manutenzione ordinaria e straordinaria durante e post esercitazione per il ripristino di apparecchiature, mezzi ed equipaggiamenti
polizze assicurative

alcune spese relative alla partecipazione del modulo alla esercitazione (quali ad esempio alloggio team durante il viaggio, spese di viaggio del co-trainer) sono direttamente sostenute dal consorzio Trimension;

le spese di cui sopra, in parte anticipate dal Coordinamento Regionale del Volontariato di Protezione Civile del Piemonte, sulla base di quanto previsto dalla Convenzione rep. 221-015 del 03/8/2015, saranno rimborsate alla Regione Piemonte dal Consorzio Trimension secondo quanto previsto all'art. 3 del predetto contratto;

IL DIRIGENTE

vista la L.R. 23/2008;

visto il D.lgs 118/2011;

vista la L.R. 7/2003;

determina

di dare atto che, per le ragioni espresse in premessa, la squadra internazionale TAST della Regione Piemonte parteciperà all'Esercitazione Trimodex 2016, che si svolgerà ad Weeze (Germania) dal 26 al 29 maggio 2016;

di dare atto che il Consorzio organizzatore Trimension ha predisposto uno schema di contratto che prevede ruoli, responsabilità e modalità di rimborso dei costi che sono sostenuti dal Settore Protezione Civile e Sistema AIB della Regione Piemonte, per la partecipazione all'esercitazione suddetta;

di dare atto che per la partecipazione all'esercitazione Trimodex 2016 in Germania si è stimata una spesa complessiva di € 13.353,48, dovuta alle seguenti voci:

trasporti A/R via terra, con utilizzo di n. 3 veicoli
vitto durante viaggio

consumo di carburante in loco
materiali e servizi per il trasporto delle apparecchiature
servizi e materiali di consumo connessi con le funzioni di supporto e assistenza tecnica logistica ed ICT
materiale medico
acqua potabile, cibo, e materiali necessari per l'autosufficienza
manutenzione ordinaria e straordinaria durante e post esercitazione per il ripristino di apparecchiature, mezzi ed equipaggiamenti
polizze assicurative

di dare atto che le spese di cui sopra, in parte anticipate dal Coordinamento Regionale del Volontariato di Protezione Civile del Piemonte, sulla base di quanto previsto dalla Convenzione rep. 221-015 del 03/8/2015, saranno rimborsate alla Regione Piemonte dal Consorzio Trimension secondo quanto previsto all'art. 3 del predetto contratto;

di demandare a successivi provvedimenti amministrativi l'accertamento e impegno delle somme che verranno rimborsate dal Consorzio organizzatore, come previsto dall'art. 3 del predetto contratto;

di approvare lo schema di contratto in Allegato 1 alla presente determinazione, per costituirne parte integrante e sostanziale.

La presente determinazione non è soggetta a pubblicazione nella sezione "Amministrazione Trasparente" ai sensi del D.Lgs 33/2013.

Avverso la presente determinazione è ammesso il ricorso al TAR del Piemonte entro 60 giorni dalla avvenuta piena conoscenza dell'atto oppure ricorso straordinario al Capo dello Stato entro 120 giorni.

La presente determinazione sarà pubblicata sul Bollettino Ufficiale della Regione Piemonte ai sensi dell'articolo 61 dello Statuto e dell'art. 5 della L.R. 22/2010.

Il Dirigente del Settore Protezione Civile
e Sistema Antincendi Boschivi (A.I.B.)
Dott. Stefano Bovo

Allegato

CALL FOR TENDER
No ECHO/B1/SER/2014/03

**EXERCISES ON CIVIL PROTECTION
MODULES, TECHNICAL ASSISTANCE AND
SUPPORT TEAMS AND EUROPEAN UNION
CIVIL PROTECTION TEAMS**

Open procedure

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. Background

The Union Civil Protection Mechanism ("Mechanism") was first established by Council Decision No. 2001/792/EC Euratom¹. Council Decision 2007/779/EC, Euratom of 8 November 2007 established a recast of this Mechanism² in which currently thirty states - the EU28 and two EEA countries (Norway and Iceland) participate (together "participating states"). The Decision of the European Parliament and of the Council No 1313/2013/EU³ on a Union Civil Protection Mechanism in December 2013 further developed the Mechanism into a comprehensive framework for European cooperation in disaster prevention, preparedness and response.

The overall objective of the Mechanism is to strengthen the cooperation among Member States in the field of civil protection and between the Union and the Member States in order to facilitate coordination to improve the effectiveness of system for preventing, preparing for and responding to natural and man-made disasters. In accordance with the principle of subsidiarity, the Mechanism activates support on request of a Member State overwhelmed by a disaster or any affected country in the world. By pooling the civil protection capabilities of the participating states, the Mechanism can ensure better protection primarily of people, but also of the natural and cultural environment and of property.

The Mechanism consists of a series of elements facilitating adequate prevention, preparedness and effective response actions at EU level. The elements most relevant for this contract are the following:

Member States and the Commission will work more closely together in the field of disaster prevention, including for the establishment of national risk assessments, risk management planning, and assessments of their risk management capability. The outcomes of these assessments will be considered for the setting of priorities in the future strategic exercise framework.

The Emergency Response Coordination Centre (ERCC) is the operational heart of the Mechanism. It is operated by DG ECHO⁴ and is operational 24 hours a day/7 days a week. The role of the ERCC is to facilitate and support the mobilisation and coordination of Member States' civil protection assistance during emergencies. It provides countries with access to a platform of civil protection means available amongst all the participating states. Any country inside or outside the European Union affected by a major disaster can make a request for assistance through the ERCC. Besides acting as a communication hub, it provides updated information on the current status of the on-going emergency and needs and also plays a coordination role at headquarter level by matching the offers to the needs and helping the use of incoming assistance by dispatching field experts.

A training programme has been set up with a view to enhance the coordination of civil protection assistance interventions by ensuring compatibility and complementarity between the intervention teams and other intervention support as well as by improving the competence of the experts involved. The exercise programme comprises joint table-top exercises, full-scale field exercises, as well as more specific exercises for modules. In the future, the Commission will set up together

¹ OJEU N° L297 of 15.11.2001 page 7

² OJEU N° L 314 of 1.12.2007, page 9–19

<http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32007D0779%2801%29>

³ OJEU N° L 347, 20.12.2013, p. 924

http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.L_.2013.347.01.0924.01.ENG

⁴ Directorate-General for Humanitarian Aid and Civil Protection

with Member States a strategic exercise framework to improve coherence between exercises, as well as between the exercise programme and the other elements of the Mechanism. In addition, the Mechanism also provides for the organisation of a system of exchange of experts.

The European Emergency Response Capacity in the form of a voluntary pool is based on Member States' disaster response assets. It will be managed by the ERCC and aims to make disaster response more pre-planned, predictable, effective and faster. The focus is the delivery of relief assistance in the first emergency phase. Deployed assets will be managed on site by the participating states. EU experts from participating states and the Commission (the European Union Civil Protection Team - EUCPT) will facilitate the coordination between the different civil protection modules and teams on the ground, and, where relevant, their integration into the overall UN coordination, in particular the cluster system. EUCPTs will be deployed by the ERCC. To ensure effective coordination on the ground, education, training and exercises are the interlinked and inextricable elements of preparing the civil protection modules, technical assistance and support teams (TAST) and EUCPTs to maximise assistance to the affected country.

The European Commission financially supports a general training programme and several large exercises per year. The exercises on civil protection modules, TAST and EUCPT shall fit into this exercise framework.

Civil Protection modules ("modules") are task and needs driven pre-defined arrangements of resources and teams from one or more participating states set-up on a voluntary basis. Modules have to be self-sufficient, interoperable and can be dispatched at very short notice. Participating states register modules and TAST with the Commission in the CECIS database. A list of contact points for further information about registered modules in participating states can be found in Appendix 1.

With the forthcoming establishment by Commission Implementing Decision of the voluntary pool of disaster response capacities, participating states will have the possibility to register their modules, other response capacities and experts also in this voluntary pool. Assets in the voluntary pool will need to be certified in accordance with the procedure defined in the Implementing Decision to confirm conformity with the quality requirements established therein.

In accordance with Article 21(2)(b) of Decision No 1313/2013/EU, the Commission can provide financial support for certification in the form of obligatory trainings, exercises, and workshops. Considering the expected demand for certification, each of the lots shall allow for the certification of assets destined for the voluntary pool. However, as demand for the certification exercises is dependent on a number of yet uncertain factors, the exact actual demand within each lot will need to be adapted according to needs and may significantly vary per exercise. While the certifiers will be selected and provided by the Commission, the exercises will need to accommodate for this additional activity in a flexible way.

Full background information about European civil protection activities is available at http://ec.europa.eu/echo/index_en.htm.

1.2. DESCRIPTION OF TASKS

The purpose of this call for tender is to design, plan, conduct and evaluate specific exercises for civil protection modules, technical assistance and support teams (TAST) and European Union Civil Protection Teams (EUCPT) nominated by the participating states of the Union Civil Protection Mechanism and deployable in civil protection missions under the Mechanism, in accordance with Articles 3 and 4 of the Decision No. 1313/2013/EU of 17 December 2013 of the European Parliament and of the Council on a Union Civil Protection Mechanism.

The overall objective for the first four lots of this call for tender is to define a base scenario of an international deployment for exercises for the personnel and equipment of registered civil protection modules/TAST and EUCPT. On the basis of this scenario the objective is to design, plan, conduct and evaluate specific exercises for civil protection modules, TAST, and EUCPT in civil protection. Specific exercise needs are, among others, the effective work in an international environment (including international guidelines), achieving high levels of interoperability, self-sufficiency, establishing effective communication systems, as well as fostering exchanges of information about equipment and performing command structures. Lessons learnt from the exercises shall be immediately integrated into the subsequent exercises. All exercises shall enhance the operational cooperation between the participating states' modules, TAST, as well as the EUCPT and also test the coordination of EU civil protection assistance in accordance with rules and regulations. The exchange of information of different equipment and of information of command structures and communication tools is also important. Moreover, the exercises need to recreate conditions of the international environment of Mechanism interventions, including the interactions of modules, TAST, EUCPT with humanitarian and other relevant international actors.

Modules and TAST from as many different participating states as possible should participate in the exercises to ensure that most or all participating states have the opportunity to participate in the exercises. An important overall objective is also to build up and exchange knowledge concerning the deployment of modules and experts through the Mechanism as well as concerning the organisation of these specific exercises. The knowledge transfer is not only important for the modules as such but also for the civil protection authorities of participating states. Therefore a strong focus has to be put on the cooperation with civil protection authorities in all phases of the exercises (design, planning, implementation and evaluation). This cooperation is an indispensable criterion for the tender, taking into account that most of the civil protection modules and TAST are organised by public authorities. Furthermore the assets are registered and later deployed on the basis of the decision of participating states. This close cooperation has to be clearly demonstrated. Special attention has to be given to a close collaboration with the civil protection authorities of the country where the exercise is supposed to take place.

The Commission has launched earlier tenders for modules exercises. The results, evaluation and lessons learnt of the tenders DG ENV A.3/SER/2009/0020, DG ECHO B.1/SER/2011/03, ECHO/B.1/SER/2012/01 and ECHO/B1/SER/2013/11⁵ shall be taken into account. Cooperation among the different contractors of this tender as well as with contractors for training, exercises and evaluation in the field of civil protection is important. Tenderers are asked to show in their offer how they intend to meet this objective.

Lot 3: Design, plan, conduct and evaluate three exercises for Medium/Heavy Urban Search and Rescue (USAR), USAR in CBRN conditions (CBRNUSAR), Technical Assistance and Support team (TAST) and experts of a European Union Civil Protection Team (EUCPT).

The contractor shall design a base scenario of a functional exercise and then plan and conduct **three** exercises on this basis. Each of the exercises shall have a capacity of participation of at least **three** USAR and **one** TAST from different participating states as well as a European Union Civil Protection Team (EUCPT) of five experts to establish an on-site operation and coordination centre. Participation of modules shall be confirmed by participating states (contract or letter of intent). Each exercise shall last four days (including arrival and departure times). The exercises

⁵ http://ec.europa.eu/echo/funding/opportunities/calls/2013_cpmodules_en.htm

shall be conducted during the period September 2015 to June 2016. The actual dates must be approved by the Commission.

Objective, purpose of the contract:

The contractor shall work under the supervision of the European Commission and in close coordination with other contractors holding service contracts or grants on Civil Protection training courses and exercises. In particular the contractor shall work in close cooperation with other contractors of this tender to achieve maximum consistency.

The actions under the different lots combine two actions under the 2014 EU Civil Protection Work Programme: Action 2.9 for modules exercises and Action 2.4 covering the certification of modules destined for the voluntary pool – the exercise part. Considering the expected demand for certification, each of the lots shall allow for sufficient certification capacity of assets destined for the voluntary pool. This certification will take place during the exercises and will be carried out by a number of certifiers per module or TAST. The certification process will have its own costs covered. However, the exercise organisers will have to coordinate with certifiers during the exercises, keep them informed of exercise planning and execution during the exercises.

Furthermore, for the selection of modules participating in the exercise, preference must be given to modules destined for inclusion in the voluntary pool.

The contractor shall, with reference to Commission Decision (2004/277)⁶ of 29/12/2003 and Council Decision 2007/779/EC, Euratom of 8 November 2007⁷ undertake the following tasks:

In detail:

Lot 3: Design, plan, conduct and evaluate three exercises for Medium/Heavy Urban Search and Rescue (USAR), USAR in CBRN conditions (CBRNUSAR), Technical Assistance and Support Team (TAST) and experts of a European Union Civil Protection Team (EUCPT)

PHASE 1 – DESIGN	
Task 1 Cooperation	<p>Within the first three months after signing the contract, the contractor will meet the Commission in Brussels and give an outline about the detailed planning of the implementation of the contract.</p> <p>In addition, the contractor shall organise, host and chair a one-day planning meeting of a working group during phase 1 or 2. The involvement and participation in this working group (minimum of eight participants) of relevant interest groups, such as participating contractors of this and/or other call for tenders in the field of civil protection, civil protection authorities of participating states, participating modules/TAST, trainers or evaluators shall be actively pursued. The meetings can be arranged back-to-back but not in parallel with similar meetings of the contractors of the other lots of this tender. The contractor has to cover the costs for the meeting as well as for accommodation if necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be</p>

⁶ OJEU N° L 87 of 25.3.2004 page 20
<http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1403690529310&uri=CELEX:32004D0277>

⁷ OJEU N° L 314 of 1.12.2007, page 9–19
<http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32007D0779%2801%29>

	<p>invited to participate at its own cost. The Commission shall approve the list of participants and the dates of the meeting.</p> <p>Other consultations can be arranged such as video or phone conferences. It is up to the contractor to organise additional meetings also on a bilateral basis where it is considered necessary. The contractor shall consult the Commission in writing before major decisions are taken. The official language shall be English.</p>
<p>Task 2 Design</p>	<p>The contractor shall design the base scenario for a functional exercise for Medium/Heavy Urban Search and Rescue (USAR), USAR in CBRN conditions (CBRNUSAR), Technical Assistance and Support Team (TAST) and experts of a European Union Civil Protection Team (EUCPT). The contractor has to develop a scenario for the deployment of these modules/TAST and EUCPT as well as in a second step a detailed schedule and event list for conducting the exercise alongside the following main objectives:</p> <ul style="list-style-type: none"> ▪ to verify and improve procedures, to establish a common understanding of the cooperation in civil protection assistance interventions with modules/TAST and EUCPT and to accelerate the response in major emergencies ▪ to provide a learning opportunity for all actors involved in civil protection assistance interventions with modules/TAST and EUCPT under the Union Civil Protection Mechanism ▪ to enhance operational cooperation between the participating states' modules/TAST and EUCPT ▪ to test the coordination of EU civil protection assistance in accordance with rules and regulations ▪ special attention has to be given to the international environment of the Mechanism intervention, e.g. the interactions of modules/TAST, EUCPT, humanitarian and other relevant international actors, use of the EU Host Nation Support (HNS) Guidelines and INSARAG guidelines ▪ ECHO's role during deployments has to be highlighted (different mandates between Civil Protection and Humanitarian Aid, support from ERCC, role of ECHO Regional Support Office/Technical Assistants). <p>as well as</p> <ul style="list-style-type: none"> ▪ to test and improve modules/TAST Standard Operations Procedures (SOPs), ▪ to enhance the exchange of different equipment and of information of command structures and communication tools in modules/TAST from different participating states ▪ to look into compatibility of equipment ▪ to improve the understanding and implementation of interoperability, self-sufficiency and communication problems

- to test the possibilities to cooperate between different modules/TAST as well as EUCPT
- to enhance the common understanding and implementation of safety and security during an emergency

Furthermore, the following conditions shall be taken into consideration during the designing process:

- the exercise will last for four days; therefore time compression will be needed to be able to cover all the major phases of the simulated intervention. Generally the travel time of the personnel of the modules/TAST is part of the deployment and therefore included in the four days, exceptions can be discussed with the organisers. Equipment can be sent separately where necessary and more cost efficient. The active phase of the exercise must be minimum 36 hours to test the 24/7 capacity of the modules/TAST and EUCPT. The contractor shall organise a social event at the end of the exercise to give participants a networking possibility.
 - the exercise will be conducted with at least three modules of Medium/Heavy Urban Search and Rescue (USAR), USAR in CBRN conditions (CBRNUSAR) and one technical assistance and support team (TAST) and experts of a European Union Civil Protection Team (EUCPT). Modules/TAST always has to come from different participating states.
- the choice of participating modules shall be made in close cooperation with the Commission. Preference must be given to modules destined for inclusion in the voluntary pool that will undergo certification.
- the exercise for the EUCPT should start earlier than for the modules with first arrival of the team, injects about fictional teams already onsite, inserting logistical problems e.g. concerning transportation as well as establishing the coordination hub/OSOCC etc.
- the EUCPT shall be composed of **five** Mechanism trained experts (who must have followed at least the OPM course of the general training program, exceptions must be approved by the Commission). The EUCPT shall be composed as the teams for real deployments, consisting of a team leader, deputy, team members and shall work closely with the TAST which will support them. The TAST shall also provide accommodation and meals for the EUCPT and for the ERCC Liaison Officer if deployed to the exercise.
- the TAST shall be composed of maximum **eight** members capable to support five members EUCPT including R/DC, OSOCC, ICT, accommodation, water and sanitation and food.
- at the end of the exercise a short feedback session shall be planned to give participants the possibility for an immediate feedback.

	<ul style="list-style-type: none"> ▪ the detailed schedule has to indicate expected reaction/solution as well as all the planned injects. <p>All communication with the Commission during the life-time of the service shall be done in English. The first results of the designing process shall be presented as a first progress <u>report</u> (including base scenario, basic schedule, event list and report of the working group meeting) no later than five months after the signature of the contract. The first progress report shall also include the contracts and/or letters of intent of the participating states which confirm taking part with their modules in the exercises. The first progress report shall be sent in a printed and an electronic version. The Commission shall then approve or make changes to the complete scenario within a month after having received the first progress report.</p> <p>On request the contractor shall meet the Commission in Brussels to present and clarify the progress reports.</p>
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PHASE 2 – PLANNING	
Task 3 Planning	<p>On the basis of the model exercise the contractor shall plan three functional exercises each of which involves at least three modules of Medium/Heavy Urban Search (USAR), USAR in CBRN conditions (CBRNUSAR) and one technical assistance and support team (TAST) and which include the structure of an onsite coordination hub/OSOCC operated by a European Union Civil Protection Team (EUCPT) of five Mechanism trained experts.</p> <p>An average of 110 participants in each exercise shall be attained.</p> <p>The contractor shall organise, host and chair a one day meeting for a Planning Group of a minimum of eight participants (including the other contractor of this tender (if applicable) and representatives of all involved the participating states/modules/TAST and one representative for the EUCPT) on the site of each exercise no later than eight weeks before each exercise is carried out. The meetings can be arranged back-to-back but not in parallel with similar meetings of the other contractor of this call for tender. The Commission shall approve the list of participants. The contractor has to cover the costs for the meeting as well as for accommodation where necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate in the meetings at its own cost. The Commission must approve the date of the meeting in writing.</p> <p>The meeting shall at least cover on the following issues:</p> <ul style="list-style-type: none"> ▪ presentation by the contractor on the implementation process of the exercise (including security and safety standards). ▪ finalisation of the rules of coordination, rules of communication, plan of actions and of the participants' role. ▪ finalisation of the schedule and injects of the exercise.

The contractor shall ensure all other practical arrangements concerning attendance: invitations, meeting room, and transport for the members of the Planning Group to and from the venue by issuing travel documents.

Furthermore:

- an introduction for evaluators shall be conducted by the organisers before the start of each exercise to explain the course of the exercise.
- the objective is to involve modules/TAST from as many participating states as possible.
- an exercise control group with a minimum of **four** people has to be established to run the exercise. During the exercise strong emphasis should always be given to the separation between play and exercise control. It is of importance to use properly trained and experienced personnel. Steering the exercise by actively pursuing it, feeding in injects in a timely and efficient manner is essential for the success of the exercise. Specific attention has also to be given to the steering of the EUCPT. This should also take into account reactions to the products of the EUCPT, e.g. reports, media interviews or other correspondence. Steering tools can also be injected via the virtual OSOCC which should be part of the exercise.
- a minimum of **four trainers** (one for each module and one for TAST/EUCPT) shall attend the exercise to give assistance, guidance and feed back to the participants.
- a safety and security officer shall be foreseen at the training site and each participating module shall also foresee a safety and security officer who is the interface to the organisers of the exercise.
- a maximum of 35 actors and support staff shall be foreseen. E.g. local emergency response entities, UN actors, NGOs, ECHO office representatives, EU delegation and media should be foreseen. One dedicated actor who is acquainted with the ERCC procedures should simulate the Emergency Response Coordination Centre (ERCC).
- **three observers** from participating states or contractors of other call for tenders in civil protection shall be accepted – the contractor has to organise for transport, travel and accommodation. The observers shall participate at their own cost. The observers will be chosen in agreement with the Commission.
- organisers of the different lots shall cooperate closely. They should try to synchronize the functional exercises with the staff exercises. If possible key personnel of modules/TAST, who are participating in the functional exercises should be trained in the staff exercise of lot 1, before taking part in the functional exercise. Lessons learnt should be exchanged between organisers.

Each exercise shall last for four days. The exercises shall be conducted during the period September 2015 to June 2016. The actual dates must be approved

	<p>by the Commission in writing.</p> <p>The European Union Civil Protection Team of five Mechanism trained experts who shall run the coordination hub/OSOCC during each exercise will be nominated by national training coordinators of participating states and chosen in close cooperation and in agreement with the Commission.</p> <p>The contractor's team of trainers must come from various countries participating in the Union Civil Protection Mechanism. All trainers shall understand and speak English fluently and the whole exercise shall be prepared and conducted in English. Self-evaluation by the head of modules and immediate feed-back should be foreseen during the exercise. The contractor shall contract support personnel and actors for the exercise.</p>
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PHASE 3 – DOCUMENTATION AND VENUE	
<p>Task 4</p> <p>Documentation</p>	<p>The contractor shall send an exercise handbook including the final planning for each exercise as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome etc. in a printed and an electronic version to the Commission at the latest one week before the first day of each exercise.</p> <p>The contractor shall prepare detailed briefing and documentation for the exercises and provide the trainers, evaluators, observers and the Commission with a printed version of all relevant documentation in English on the first day of each exercise.</p> <p>In addition, the contractor shall also send all essential information concerning the conduction and evaluation of each exercise on a memory stick to the Commission not later than six weeks after each exercise.</p>
<p>Task 5</p> <p>Exercise venue and Transport/ costs of modules</p>	<p>The contractor shall ensure all practical arrangements concerning attendance, transport of equipment, travel, food and accommodation of the participating modules and EUCPT at least four weeks before the first day of each exercise. Provisions must be made to ensure the timely arrival of the equipment and the participants. The costs for the participating modules will be paid by the contractor up to a maximum amount of EUR 50 000 per USAR module and CBRNUSAR module and EUR 17 000 per TAST (lump sum). It has to be kept in mind that the modules/TAST has to be self-sufficient. Self-sufficiency has to be part of their planning, nevertheless due to cost efficiency and environmental reasons some items could be provided on site by the organiser, e.g. water, fuel and waste management (contractor needs to organise waste management, water and fuel shall be covered by CP modules/TAST). TAST shall provide accommodation and meals for the EUCPT. In compliance with the participating modules/TAST the following has to be fulfilled:</p> <ul style="list-style-type: none"> ▪ meals for support personnel and actors must be made available three times daily in the field, including at least one hot meal per day. Sufficient beverages must be available 24/24 to avoid dehydration of support personnel and actors etc., ▪ accommodation: beds in tents or buildings must be provided for support personnel and actors as well as single rooms for trainers, evaluators,

	<p>observers and others,</p> <ul style="list-style-type: none"> ▪ sanitary installations equivalent to international standards must be set up in sufficient numbers, ▪ the contractor shall assure that appropriate insurance exists for the equipment, the participants and the exercise as such, ▪ the contractor shall offer MEDEVAC (Medical Evacuation) and a dedicated medical service in case of real emergencies during the exercise, ▪ in case public transport is necessary trainers, evaluators and participants should travel economy class (plane) and/or second class (train) whichever takes the least amount of time. Pre-paid economy class tickets should be at the disposal of the participants at their airport or train station of departure with the necessary information for airport transfer to the appropriate accommodation/hotel/venue. The contractor has full responsibility to ensure that tickets are delivered appropriately and on time to the participants. CP modules and TAST shall organise transport of the equipment by themselves. Participating modules/TAST shall be paid up front. Upfront payment shall be done at least two weeks before each of the exercises starts, if tickets and transportation has to be booked earlier, upfront payment shall be done before the booking of the transportation, ▪ the contractor shall carry out at least one of the exercises in a venue in a different participating state (which means two venues for the three exercises have to be prepared). The intention is to spread the conduction of the exercises to venues in different participating states to reduce time and costs of transportation and allow participation of as many modules from different participating states as possible.
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PHASE 4 – CONDUCT OF THE EXERCISE	
Task 6 Conduction of the exercise	<p>The exercises will be conducted in English. Since only the key personnel of the modules have to speak English, the contractor might have to arrange for interpretation where necessary for practical or safety reasons. For the briefing of the exercise and especially for the introduction of security information as well as other important information, translated information papers for the modules should be made available. The contractor has to make sure that safety and security rules are followed throughout the exercise.</p> <p>The contractor shall immediately report to the Commission in writing if “force majeure” prevents the contractor from conducting the course according to the approved schedule.</p>

PHASE 5 – REPORTS	
Task 7 Progress reports	<p>The contractor shall prepare a progress report in English after each exercise with due regard to the structure which is laid down in Appendix 3. This shall be made available at the latest six weeks after the last day of the exercise in both printed version (1 copy) and on memory stick.</p>
Task 8	<p>During the lifespan of this contract the contractor shall take part in a lessons</p>

Participation in lessons learnt meeting	learnt or comparable meeting in Brussels and give a presentation with digital aid about the lessons learnt during all phases of the exercise (designing, planning and conduction). Lessons learnt or comparable meetings take place on a regular basis in Brussels. The date of participation will be agreed with the Commission.
Task 9 Final consolidated progress report	The contractor shall prepare a final consolidated progress report in English. This shall be made available at the latest 12 weeks after the last day of the last exercise in both printed (1 copy) and electronic format. The final report shall also include all documentation of all phases of the exercise (e.g. planning documentation, exercise schedules and all progress reports) on a memory stick.

Variants are not allowed.

1.3. REPORTS AND DOCUMENTS

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 6.2 and as follows:

Lot 3

All the documents must be submitted in English language.

Meeting in Brussels to present initial planning.	Within the first three months after signing the contract.
Working group meeting (1 day) – minimum 8 participants.	During phase 1 or 2.
A first progress Report (including contracts or letter of intent of participating states, base scenario, detailed schedule, event list, evaluation sheets, report of the working group meeting) on memory stick.	Not later than five months after the signature of the contract.
Meeting in Brussels to present and discuss the first progress Report.	On request within a month after the first progress report was received by the European Commission.
Planning group meeting on site of each exercise (1 day) – minimum 8 participants.	No later than eight weeks before each exercise.
All documentation concerning design and planning of the exercises on memory stick.	Not later than one week before the first exercise takes place.
Final exercise schedule (including the final planning for the exercises as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome for each exercise) on	At the latest one week before the first day of each exercise in memory stick.

memory stick.	
Printed version of exercise briefing for trainers, evaluators, participants, European Commission.	First day of each exercise.
Progress report including all documentation concerning conduction and evaluation of each exercise in both printed version (1 copy) and on memory stick.	Not later than six weeks after each exercise.
Participation in a lessons learnt meeting in Brussels.	Once during the lifespan of the contract.
Final consolidated progress report on memory stick.	Not later than 12 weeks after the last day of the last exercise.

ANNEX II.

The Information Sheet detailing the composition of the IT/TAST/1 module that will participate to the modules field exercises


IT/TAST/1

Factsheet

Financed by:



The European Commission

 European Commission Community Civil Protection Mechanism Registration of TAST		
General Information	1.1 Country/countries	ITALY
	1.2 Code/TAST/number	IT/TAST/1
	1.3 Ready for departure (in hours)	12
	1.4 Available time periode	After the acceptance of offer up to one month
	1.5 General information on Capacity / standards and guidelines / Main components	www.regione.piemonte.it Covering the following components: Office support: YES Telecommunication support equipment: YES Subsistence support equipment: YES Transport support on site: NO
	1.6 Contact details	Regione Piemonte Civil Protection Department Control room Tel. +39 011 432 1306 Fax. +39 011 740 001 Email: protciv@regione.piemonte.it
	1.7 Military personnel or equipment	No
Operational information	2.1 Deployment radius (in-outside EU)	Global
	2.2 Number of personnel	Min. 3 – Max. 12
	2.3 Number of vehicles	None
	2.4 Weight of the equipment (kg)	1.200
	2.5 Volume of the equipment (m ³)	Appr. 8 m ³
	2.6 Operational readiness on site (in hours from arrival)	4 hours
	2.7 Indicative location of departure	MPX Milano-Malpensa International Airport
	2.8 Transportation possibilities (land/air/maritime)	All
	2.9 Additional information	Weight, volume, operational readiness on site and number of personnel will depend on services requested. Information indicated above are estimated for the largest component in a TAST.
L o	3.1 Self sufficiency	96 hours

Financed by:



The European Commission

	3.2 Maintenance by requesting country	local transport
	3.3 Average fuel consumption (per day)	100 l
	3.4 Hazardous items	Petrol
	3.5 specific logistical needs	Local transport from the airport to the site, fuel (petrol)
	3.6 Additional information	

Financed by:



The European Commission

ANNEX III.

The cost-calculation relating to the participants of the TAST Module that will participate to the modules field exercise.

Cost-calculation for participating TAST	
Summary	Amount
Travel costs (Personnel and Equipment)	€ 6.600,00
Self-sufficiency 26 – 29 May 2016	€ 2.180,00
Fuel	€ 420,00
Consumables	€ 500,00
Travel costs co-trainer (*)	€ 153,48 (*)
Insurance	€ 1.000,00
Maintenance	€ 2.000,00
Rental equipment (if necessary)	
Replacements	€ 500,00
Total costs in EUR	€ 13.353,48

(*) in kind delivery

Financed by:



The European Commission

Agreement Trimension / TAST (590.263.01)

Regarding the participation of the TAST module to the Modules Field Exercises – implementing the European Commission service contract to design, plan, conduct and evaluate modules field exercises in 2015 and 2016

The contracting parties,

Trimension BV, Delftechpark 11, 2628 XJ Delft, The Netherlands (hereinafter referred to as 'the Organiser of the Exercises'), which is represented by Mr. Leendert Anthonie Vinck, Director Trimension,

of the one part,

and

Regione Piemonte – Direzione Opere pubbliche, Difesa del suolo, Montagna, Foreste, Protezione civile, Trasporti e Logistica – Settore Protezione Civile e Sistema Antincendi Boschivi - Corso Marche, 79 – 10146 Torino - Italy

(hereinafter referred to as 'the Module'),

represented for the purposes of signature of this contract by Dott. Stefano Bovo.

of the other part,

HAVE AGREED

the general conditions below and the following Annexes:

- Annex I: Tender Specifications (Part I – Technical description of the Call for Tenders of the European Commission on 19th of July 2014, Contract Notice OJ 2014/S 137-245132, Lot 3).
- Annex II: The information sheet detailing the composition of the Module that will participate to the modules field exercises.
- Annex III: The cost-calculation relating to the participation of the Module to one modules field exercise with one module.

Which form an integral part of this agreement (hereinafter referred to as 'the Agreement').

The terms set out in the Tender Specifications (Annex 1) shall have precedence over those in the general conditions and the other Annexes. Subject to the foregoing, the several instruments forming part of the Agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be submitted for clarification to the European Commission.

Article 1 - SUBJECT

- 1.1 The subject of the Agreement is the participation in the implementation of the service contract of the European Commission to “Design, plan, conduct and evaluate exercises for Medium/Heavy Urban Search and Rescue (USAR), USAR in CBRN conditions (CBRNUSAR), Technical Assistance and Support Team (TAST) and experts of an European Union Civil Protection Team (EUCPT)”, as detailed in Annex 1.

Article 2 - DURATION

- 2.1 The Agreement shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 Execution of the tasks may under no circumstances begin before the date on which the Agreement enters into force.
- 2.3 The Agreement ends one month after the last day of the Exercise to the Module.

Article 3 - ROLE AND OBLIGATIONS OF THE ORGANISER OF THE EXERCISE

- 3.1 The Organiser of the Exercise will organise three full scale functional exercises for Member States civil protection modules as described in Annex I.
- 3.2 The Organiser of the Exercise will reimburse the Module for the costs incurred in participating four days to the exercise with the Module capabilities as specified in Annex II and in 4.2 and 4.3, including the travel to/from the exercise site.
- 3.3 The costs will be reimbursed by the Organiser of the Exercise to the Module on a Lump Sum price base, based on the calculations detailed in Annex III.
- 3.4 Payments under the Agreement shall be made on the basis of preferably an invoice, or another formal request for payment by the Module. The Module will send this invoice or formal request to the Organiser of the Exercise no later than five weeks before the first day of the Exercise.
- 3.5 Payments shall be made upfront and no later than two weeks before the first day of the exercise, this in accordance with the payment periods of the service contract with the European Commission.
- 3.6 Payments shall be made to the Module bank account denominated in euro, identified as follows:

Name of the bank: **UNICREDIT BANCA**
Address of the branch in full: **Via Garibaldi, 2 – 10122 TORINO (IT)**
Exact designation of account holder: **TESORERIA REGIONE PIEMONTE – ENTRATE NON SANITARIE**
Full account number including codes:
IBAN code: **IT94V0200801044000040777516**
BIC code: **UNCRITM1GC2**
Account needs to be settled in EURO's.
- 3.7 The Organiser of the Exercise shall inform the Module about any relevant instructions of the European Commission relating to the scope of this contract.

Article 4 - ROLE AND OBLIGATIONS OF THE MODULE

- 4.1 The Module will participate to the modules field exercises with the in CECIS registered TAST module. The composition of the TAST module is detailed in Annex II.
- 4.2 The TAST module -team will participate in the four day field exercise of 26-29 May 2016 in Weeze (Germany).
- 4.3 The Module accepts all the provisions of the service agreement with the Commission as detailed in Annex I relating to the content of the exercise and the requirement that the Modules capabilities as specified in Annex II are registered in the CECIS database of the Commission on the date of their respective Exercise.
- 4.4 The Module will designate for the exercise a co-trainer, who will be the contact person for the designated trainer of the module during the Exercise.
- 4.5 The Module will operate under its own Health and Safety regulations during traveling to and from the Exercise venue. In addition the Module will operate also operate under the Health and Safety regulations for the Exercise, as described in the Health and Safety chapter in the Exercise Handbook.
- 4.6 The Module will have to repay the reimbursement given upfront when the Module doesn't show up in the Exercise.
- 4.7 If the Module doesn't fulfil the tasks as described in Annex I, the Organiser of the Exercise, in coordination with the EU Commission, will take action to ensure that these tasks are met. If this means that the Organiser has to make additional costs, the Module will be charged with these additional costs.
- 4.8 The Module will make sure that their Base of Operations is cleaned up when the exercise has ended. If the Organiser has to make additional costs to clean up after the Module has left, the Module will be charged with these additional costs.

Article 5 - GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Agreement shall be made in writing and shall bear the Agreement number. Ordinary mail shall be deemed to have been received by the parties at the date on which it is registered by the department responsible indicated below. Communication shall be sent to the following addresses:

The Organiser of the Exercises:

Trimension BV
Mr. Bram Monnier
Delftechpark 11
2628 XJ Delft
The Netherlands
Tel.: + 31 (0)15 2511671
Email: monnier@trimension.nl
trimodex@trimension.nl

The Module:

Regione Piemonte – Direzione Opere pubbliche, Difesa del suolo, Montagna, Foreste, Protezione civile, Trasporti e Logistica – Settore Protezione Civile e Sistema Antincendi Boschivi -
Paola Elena Bernardelli
Corso Marche, 79 – 10146 Torino
Tel. +390114326600; +393351718232
paola.bernardelli@regione.piemonte.it

Article 6: CONFLICT OF INTERESTS

- 6.1 The Module undertake to take all the necessary measures to prevent any risk of conflicts of interest which could affect the impartial and objective performance of the grant agreement. Such conflicts of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- 6.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the grant agreement must be brought to the attention of the Organiser of the Exercise, in writing, without delay. The TAST shall, without delay, take whatever steps are necessary to rectify this situation. The Organiser of the Exercise reserves the right to check that the measures taken are appropriate and may itself take further action if this is deemed necessary.

Article 7: CONFIDENTIALITY

The contracting parties undertake to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Agreement. The contracting parties shall remain bound by this obligation beyond the completion of the tasks.

Article 8: USE, DISTRIBUTION AND PUBLICATION OF INFORMATION AND DATA PROTECTION

- 8.1 TheModule shall authorise the Organiser of the Exercise to process, use, distribute and publish, for purposes related to the scope of the Agreement, in particular the identity of the Module and the subject matter of the Agreement.
- 8.2 Any personal data included in the Agreement shall be processed pursuant to Regulation (EC) 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Agreement by the Organiser of the Exercise and the European Commission. The Module shall have the right of access to his personal data and the right to rectify such data that is inaccurate or incomplete. Should the Module have any queries concerning the processing of his personal data, he shall address them to the Organiser of the Exercise.

Article 9: CIVIL LIABILITY

- 9.1 The Organiser of the Exercise shall not be liable for damage sustained by the Module in performance of the Agreement, except in the event of wilful misconduct or gross negligence on the part of the Organiser of the Exercise.
- 9.2 The Module shall be liable for any loss or damage caused by himself in the performance of the Agreement, including in the event of subcontracting under Article 11. The Organiser of the Exercise shall not be liable for any act or default on the part of the Module in the performance of the Agreement.
- 9.3 The Module shall provide compensation in the event of any action, claim or proceeding brought against the Organiser of the Exercise by a third party as a result of damage caused by the Module in the performance of the Agreement.
- 9.4 In the event of any action brought by a third party against the Organiser of the Exercise in connection with performance of the Agreement, the Module shall assist the Organiser of the Exercise. Expenditure incurred by the Module to this end may be borne by the Organiser of the Exercise.
- 9.5 The contracting parties shall take out an insurance against risks and damage relating to the performance of the Agreement.

Article 10: FORCE MAJEURE

- 10.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Agreement, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or materials or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure, unless they stem from a relevant case of force majeure.
- 10.2 Without prejudice to the provision of 10.1, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 10.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Module is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- 10.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

Article 11: SUBCONTRACTING

The Module shall inform the Organiser of the Exercise in writing of subcontracting parts of the contract to third parties. In any case the Module shall none the less remain bound by his obligations to the Organiser of the Exercise under the Agreement and bear exclusive liability for the proper performance of the Agreement.

Article 12: TAXATION

- 12.1 The Module shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make relevant invoices invalid.
- 12.2 The invoice presented by the Module shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and separately the amount of VAT. The invoice of the Module needs to contain: the VAT identification numbers of your organization and Trimension, the exchange rate and the message “reverse charge”.

Article 13: ASSIGNMENT

- 13.1 The Module shall not assign the rights or obligations arising from the Agreement, in whole or in part, without prior written authorisation from the Organiser of the Exercise.
- 13.2 In the absence of the authorisation referred to in 13.1 above, or in the event of failure to observe the terms thereof, assignment by the TAST shall not be enforceable against and shall have no effect on the Organiser of the Exercise.

Article 14: AMENDMENTS

Any amendment to the Agreement shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

Article 15: SUSPENSION OF THE AGREEMENT

In case the European Commission decides to suspend the execution of the tasks under the service contract, neither the Organiser of the Exercise nor the Module shall be entitled to claim compensation on account of suspension of the Agreement or part thereof.

Article 16: TERMINATION BY EITHER CONTRACTING PARTY

Either party to the Agreement may, of its own volition and without being required to pay compensation, terminate the Agreement by serving formal prior notice 60 days in advance. Should the Organiser of the Exercise terminate the Agreement, the Module shall only be entitled to payment corresponding to part-performance of the Agreement. On receipt of the letter terminating the Agreement, the Module shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments.

Article 17: APPLICABLE LAW AND SETTLEMENTS OF DISPUTES

- 17.1 The law applicable to this agreement shall be the law of the Netherlands.
- 17.2 Any dispute between the parties resulting from the interpretation or application of the Agreement which cannot be settled amicably shall be brought before the courts of the district the Hague, the Netherlands which shall have sole competence to rule on any dispute between the contracting parties in respect of this Agreement.

SIGNATURES

For the Organiser of the Exercise,
Trimension BV

Leendert Anthonie Vinck

Signature:

Done at Delft: [Date]

In duplicate in English.

For the Module,
Regione Piemonte –Settore Protezione
Civile e Sistema Antincendi Boschivi -

Stefano Bovo

Signature:

Done at [Place]: [Date]