

Codice A1818B

D.D. 6 marzo 2018, n. 623

Partecipazione del Modulo TAST all'esercit. inter. ECHO/B1/SER/2016/02 - "Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams EUROMODEX LOT2 Exercises" (Francia, 24-27 Aprile 2018), nell'ambito delle attività esercitative del Meccanismo Unionale di Protezione Civile. Approvazione schema di contratto tra 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. 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;

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;

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 nov. 2011, ed una squadra europea TAST (Technical Assistance and Support Team), registrata in CECIS nel dic. 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;

Considerato che:

la Commissione Europea ha ammesso a finanziamento della proposta presentata dal Consorzio guidato dalla Fondazione APELL (“APELL National Center for Disaster Management”), con sede a Bucarest in Romania;

Il Consorzio è partecipato da soggetti nazionali ed internazionali ed opera nell'ambito del programma ECHO/B1/SER/2016/02 – “Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams EUROMODEX LOT2 Exercises”

ai fini dell'attuazione del programma, è stata organizzata un'esercitazione che si svolgerà in Francia tra il 24 e il 27 Aprile 2018;

il coordinatore del consorzio, unitamente ai principali partners, hanno chiesto alla Regione Piemonte, di partecipare con il proprio Modulo TAST all'esercitazione suddetta;

i costi, esplicitati, nell'Annex 1 “*Cost Calculation*” al contratto firmato dalle parti (Fondazione Apell e Settore Protezione Civile della Regione Piemonte) consistono principalmente in costi diretti inerenti alle spese da sostenere in occasione della predetta esercitazione;

per la partecipazione all'esercitazione sono stati individuati, all'interno del Settore, tre funzionari, con le seguenti responsabilità:

- Co-Trainer del Modulo HCP, per il mantenimento dei rapporti con il Consorzio organizzatore in fase preparatoria e durante l'esercitazione, non coinvolto attivamente nell'esercitazione
- TL (Team Leader) del Modulo HCP, attivamente coinvolto nell'esercitazione
- DTL (Deputy Team Leader) del Modulo HCP, attivamente coinvolto nell'esercitazione;

preso atto che:

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 in parola è stimata una spesa complessiva di € 13.320,00, che verrà interamente rimborsata dal Consorzio organizzatore (Fondazione Apell) secondo quanto previsto all'art. 3 del predetto schema di contratto;

le spese di cui sopra, saranno anticipate dal Coordinamento Regionale del Volontariato di Protezione Civile del Piemonte, sulla base di quanto previsto dalla convenzione vigente con Regione Piemonte;

risulta conveniente per la Regione Piemonte aderire alla esercitazione in parola in quanto, con spese interamente a carico del consorzio organizzatore, viene testata ed esercitata la capacità operativa del modulo in parola;

ritenuto di:

far partecipare il modulo TAST della Regione Piemonte alla esercitazione EURO MODEX – Francia 2018 in quanto, con spese interamente a carico del consorzio organizzatore, viene testata ed esercitata la capacità operativa del modulo in parola;

approvare lo schema di contratto di cui all'Allegato 1 alla presente, per costituirne parte integrante e sostanziale;

di demandare a successivi provvedimenti amministrativi l'accertamento e impegno delle somme che verranno rimborsate dal Consorzio organizzatore, come sopra descritto.

attestata l'avvenuta verifica dell'insussistenza, anche potenziale, di situazioni di conflitto di interesse;

attestata la regolarità amministrativa del presente atto ai sensi della DGR 1-4046 del 17/10/2016;

IL DIRIGENTE

vista la L.R. 23/2008;

vista la L.R. 7/2001;

vista la L.R. 7/2003;

determina

di far partecipare il modulo TAST della Regione Piemonte alla esercitazione EURO MODEX – Francia 2018 in quanto, con spese interamente a carico del consorzio organizzatore, viene testata ed esercitata la capacità operativa del modulo in parola;

di approvare lo schema di contratto di cui all'Allegato 1 alla presente, per costituirne parte integrante e sostanziale;

di demandare a successivi provvedimenti amministrativi l'accertamento e impegno delle somme che verranno rimborsate dal Consorzio organizzatore, come descritto in premessa.

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 non è soggetta a pubblicazione ai sensi del Dlgs 33/13.

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.)
ing. Sandra BELTRAMO

Allegato



Agreement

Between

**APELL National Center for Disaster Management Foundation
CN APELL-RO**

And

**Regione Piemonte – Direzione Opere pubbliche, Difesa del suolo,
Montagna, Foreste, Protezione civile, Trasporti e Logistica – Settore Protezione
Civile e Sistema Antincendi Boschivi**

regarding participation of TAST module in
civil protection module exercise to be organized in France from 24th - 27th of April
2018 within LOT 2 - cycle 2017/2018

2017

Version 1.0 – December

EU Contract: ECHO/SER/2016/738038

Regarding the participation of Regione Piemonte – Direzione Opere pubbliche, Difesa del suolo, Montagna, Foreste, Protezione civile, Trasporti e Logistica – Settore Protezione Civile e Sistema Antincendi Boschivi with a TAST Module to the France Modules Field Exercise, from from 24th - 27th of April 2018 — implementing the European Commission service contract to design, plan, conduct and evaluate modules field exercises in 2017 and 2018, Lot 2.

The organizer of the exercise, the APELL National Center for Disaster Management Foundation, hereinafter referred to as "the Consortium Leader", being represented by Mr. Emil Grigore Roman as Executive President,

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 TAST. module”,)

represented for the purposes of signature of this contract by Mrs Sandra BELTRAMO.

of the other part,

HAVE AGREED

The general conditions below and the following Annexes:

Annex I: The cost-calculation relating to participation of the TAST module to a module field exercise in France 24th - 27th of April 2018.

Which forms an integral part of this agreement (hereinafter referred to as ‘the Agreement’).

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The contract is based upon the specifications to Call for Tender No. ECHO/B1/SER/2016/02:

”Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams – Design, plan, conduct and self – evaluate four exercises for High Capacity Pumping, Water Purification, CBRN Detection and Sampling, Flood Rescue Using Boats, Advance Medical Post with or without Surgery (AMP/S), Technical Assistance and Support Team (TAST), experts of a European Union Civil Protection Teams (EUCPT) as well as other capacities of the voluntary pool (Lot 2)” (ref: CN APELL-RO, hereinafter referred to as 'the Tender').

The terms set out in the Tender Specifications 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

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 four civil protection modules and technical assistance support teams, as detailed in the Tender.

Article 2 – DURATION

- 2.1 The Agreement shall enter into force on the date on which it is signed by both parties.
- 2.2 Execution of the tasks may under no circumstances begin before the date on which the Agreement enters into force.
- 2.3 The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Agreement are calculated in calendar days. Execution of these tasks shall start from date of entry into force of the Agreement. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- 2.4 The Agreement ends on the date of the payment of the balance by CN APELL-RO to the TAST module.

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

- 3.1 CN APELL-RO will organize four full scale functional exercises for Member States civil protection modules as described in the Tender.

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3.2 CN APELL-RO will reimburse to the TAST module the costs incurred in participating four days to the exercise as specified in 4.2 and 4.3, including the travel to/from the exercise site.

3.3 The costs will be reimbursed by CN APELL-RO to the TAST module on a price base of Euro € 13.320,00, based on the calculations detailed in Annex I. The final payment will be agreed between CN APELL-RO and the TAST module and will be based on the actual costs of participation, but will not exceed this amount.

3.4 Payments under the Agreement shall be made on the basis of a formal request for payment, Letter for payment or invoice issued by the TAST module. The request of payment should include the following reference “ECHO/SER/2016/738038”. Payments shall be executed only if the TAST module have fulfilled all their contractual obligations by the date on which the Letter for payment/invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the TAST module.

3.5 Payments shall be made in accordance with the payment periods of the service contract with the European Commission.

3.5.1 First payment of 50% of the total amount shall be admissible until 2 weeks before the first day of the exercise;

3.5.2 Second payment of 50% of the total amount shall be admissible after the last payment of the European Commission to CN APELL-RO and after receiving the REPORT and an overview of the actual costs of participation in the exercise from the TAST module.

3.6 CN APELL-RO shall have 45 days from the date on which the request was received (date post-stamp) to pay the requested amounts.

3.7 Payments shall be made to the TAST 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.

3.8 CN APELL-RO shall inform the TAST module about any relevant instructions of the European Commission relating to the scope of this contract.

Article 4 – ROLE AND OBLIGATIONS OF THE TAST MODULE

- 4.1 The TAST module will participate to the modules field exercises as a CECIS registered module.
- 4.2 The TAST module will participate in the four-day field exercise between 24th - 27th of April 2018 in France.
- 4.3 The TAST module accept all the provisions of the service agreement with the Commission as detailed in the Tender relating to the content of the exercise and the requirement that the HCP and FC modules capabilities are registered in the CECIS database of the Commission on the date of their respective exercises.
- 4.4 The TAST module will designate for the exercise a co-trainer, who will be the contact person for the preparation-phase towards the exercise and also the liaison officer between the exercise organization and TAST module during the exercise.
- 4.5 In the event of an emergency relief operation where the TAST module team and or equipment is required (force majeure), the TAST module reserve the right to cancel or reduce its participation in the concerned exercises.

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 Organizer of the Exercises:

APELL National Center for Disaster Management Foundation
Dr. Ioan Ratiu Street 101, RO-401151 Turda (Cluj County), ROMANIA,
phone +40264315464.

CN APELL-RO
Signature

Agreement

Organization
Signature

The TAST 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 INTEREST

- 6.1 The TAST module undertake 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 CN APELL-RO, in writing, without delay. The TAST module shall, without delay, take whatever steps are necessary to rectify this situation. CN APELL-RO, 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 to the extent permitted by national legislation. 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 The TAST module shall authorize CN APELL-RO 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 and the European Commission. The TAST

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 TAST module have any queries concerning the processing of his personal data, he shall address them to the CN APELL-RO

Article 9: CIVIL LIABILITY

- 9.1 Neither party shall be liable for damage sustained by the other party in performance of the Agreement, except in the event of willful misconduct or gross negligence on the part of the former party.
- 9.2 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- 9.3 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the contract, except in the event of willful misconduct or gross negligence on the part of the contracting authority.
- 9.4 The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the contract. Nevertheless, if the damage or loss is caused by the gross negligence or willful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.
- 9.5 The contractor shall indemnify and hold the CN APELL - RO harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.
- 9.6 The contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry.
- 9.7 A copy of all the relevant insurance contracts shall be sent to the contracting authority should it

so request.

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 TAST module are 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 TAST module shall inform in writing of subcontracting parts of the contract to third parties. In any case the TAST module shall none the less remain bound by his obligations to CN APELL-RO under the Agreement and bear exclusive liability for the proper performance of the Agreement.

Article 12: TAXATION

- 12.1 The TAST 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 Invoices presented by the TAST module shall indicate his place of taxation for VAT purposes

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and shall specify separately the amounts not including VAT and the amount including VAT and if applicable, include written evidence of exemption of taxes and duties, including VAT.

Article 13: ASSIGNMENT

13.1 The TAST module shall not assign the rights or obligations arising from the Agreement, in whole or in part, without prior written authorization from

13.2 In the absence of the authorization referred to in 13.1 above, or in the event of failure to observe the terms thereof, assignment by the TAST module shall not be enforceable against and shall have no effect on CN APELL-RO.

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 CN APELL-RO nor the TAST 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 CN APELL-RO terminate the Agreement, the TAST 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 minimize costs, prevent damage, and cancel or reduce his commitments.

Article 17: APLICABLE LAW AND SETTLEMENTS OF DISPUTES

17.1 Any controversy or dispute arising out of the Agreement shall be resolved amicably by the

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contracting parties by negotiation. In the event that initial negotiations are not successful, either party shall have the option to refer a controversy or dispute to a higher level within the parties' respective organization.

17.2 In the event that the controversy or dispute is not resolved by negotiation, either contracting party shall have the option to refer it for settlement in accordance with the law and forum set out in the Service Contract between CN APELL-RO and the European Commission (No. ECHO/SER/2016/738038). The contract specifies in article 1.7:

1.7.2.1. The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

1.7.2.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

SIGNATURE

For the CN APELL-RO Foundation

Executive President

Mr. Emil Grigore Roman

Stamp and Signature:

Done at

Date:

In duplicate in English

For the TAST module

Director Regional Civil Protection dpt

Mrs Sandra BELTRAMO

Stamp and Signature:

Done at

Date:

Cost calculation for modules

	Unit	Cost per unit	No units	Total cost
	(ex : vehicle, pers, km)			
Personnel costs		-	-	-
Transport costs	Insurance			
	Fuel	0,55€/veichles*km	1000 km 4 v	€ 2.200,00
	Toll			
	Resources	(200€/pers a/r)	9 pers a/r	€ 1.800,00
Operational costs	Fuel			€ 500,00
	Resources			
	Spare parts			€ 2.000,00
Communication costs	Emergency mobile phones			
	Prepaid SIM Cards	300	1	€ 300,00
	Mobile internet	300	1	€ 300,00
	Satellite phone	300	1	€ 300,00
Modules subsistence costs/self-sufficiency	Fuel and resources for base camp			€ 500,00
	Food for the team	25€/day*pers	16	€ 1.920,00
	Hygiene products			€ 500,00
	First aid			€ 500,00
Liability and insurances				€ 2.500,00

TOTAL budget: 13.320,00 EUR

Date

Stamp & Signature

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