

Codice A1818B

D.D. 9 maggio 2019, n. 1630

Partecipazione del modulo europeo High Capacity Pumping della Regione Piemonte all'esercitazione internazionale MNE-MODEX (Niksic - Montenegro, 14-17 maggio 2019), organizzata nell'ambito delle attività esercitative del Meccanismo Unionale di Protezione Civile, finanziate dalla Commissione Europea. Approvazione dello schema di contratto fra Regione Piemonte e Consorzio organizzatore.

(omissis)
IL DIRIGENTE
(omissis)
determina

di dare atto che, per le ragioni espresse in premessa, il Modulo internazionale HCP della Regione Piemonte partecipa all'esercitazione MNE-MODEX, che si svolgerà a Niksic – Montenegro, dal 14 al 17 maggio 2019;

di dare atto che il Consorzio organizzatore ha predisposto uno schema di contratto che prevede ruoli, responsabilità e modalità di rimborso dei costi, 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 in oggetto si è stimata una spesa complessiva di € 25.632,32, relativa a costi di trasporto, carburante ed equipaggiamento tecnico-logistico, che viene anticipata dal Coordinamento Regionale del Volontariato di Protezione Civile del Piemonte, sulla base di quanto previsto dalla Convenzione rep. 46 del 22.01.2019;

di dare atto che tali spese vengono rimborsate alla Regione Piemonte dal Consorzio organizzatore (rappresentato dalla Fondazione APELL-RO), 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 descritto in premessa;

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

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.

La 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 Participating State

**Civil Protection Regional Department
of REGIONE PIEMONTE - ITALY**

regarding participation of IT/HCP/001 module in
civil protection module exercise to be organized in Montenegro from 14.05.2019 -
17.05.2019 within LOT 2 - cycle 2018/2019

**2019
Version 1.0 – March**

EU Contract: ECHO/SER/2017/767616

Regarding the participation Civil Protection Regional Department of Regione Piemonte – Italy - with a High Capacity Pumping module to the Montenegro Modules Field Exercise, within 14.05.2019 - 17.05.2019 — implementing the European Commission service contract to design, plan, conduct and evaluate modules field exercises in 2018 and 2019, 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 – Civil Protection and Forest Fire Fighting Unit

(hereinafter referred to as „the HCP module”,

Represented for the purpose of signature of this contract, by Mrs Sandra Beltramo, Head of the Civil Protection Unit and Forest Fire Fighting Unit

of the other part,

HAVE AGREED

The general conditions below and the following Annexes:

Annex I: The cost-calculation relating to participation of the High Capacity Pumping module to a module field exercise in Montenegro from 14.05.2019 to 17.05.2019

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

The contract is based upon the specifications to Call for Tender No. ECHO/A2/SER/2017/04:

” Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams - Design, plan, conduct and self-evaluate three field exercises primarily for High Capacity Pumping, Water Purification, CBRN Detection and Sampling, Flood Rescue Using Boats, Flood Containment and Forest Fire Fighting modules - 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 HCP module.

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

- 3.1 CN APELL-RO will organize three full scale functional exercises for Member States civil protection modules as described in the Tender.
- 3.2 CN APELL-RO will reimburse to the HCP 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 HCP module on a price base of Euro 25.632,32 based on the calculations detailed in Annex I. The final payment will be agreed between CN APELL-RO and the HCP 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 HCP module. The request of payment should include the following reference “ECHO/SER/2017/767616”. Payments shall be executed only if the HCP 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 HCP 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 second 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 HCP 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 HCP module bank account denominated in euro, identified as follows:

- Name of the bank: UNICREDIT BANCA
- Via Garibaldi, 2 – 10122 TORINO (IT) Address of the branch in full:
- TESORERIA REGIONE PIEMONTE – ENTRATE NON SANITARIE Exact designation of account holder:
- IT94V0200801044000040777516 Full account number including codes (IBAN code):
- BIC code UNCRITM1GC2

3.8 SWIFT code: UNCRITM1GC2CN APELL-RO shall inform the HCP module about any relevant instructions of the European Commission relating to the scope of this contract.

Article 4 – ROLE AND OBLIGATIONS OF THE HCP MODULE

4.1 The HCP module will participate to the modules field exercises as a CECIS registered module.

4.2 The HCP module will participate in the four-day field exercise between 14.05.2019 and 17.05.2019 in Montenegro.

- 4.3 The HCP 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 HCP 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 HCP module during the exercise.
- 4.5 In the event of an emergency relief operation where the HCP module team and or equipment is required (force majeure), the HCP module reserve the right to cancel or reduce its participation in the concerned exercises.

Article 5 – GENERAL ADMINISTRATIVE PROVISIONS

- 5.1 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/fax 0040264315464, email cnapell@apell.ro

The HCP module:

REGIONE PIEMONTE – Civil Protection and Forest Fire Fighting Unit

Corso Marche 79 – 10146 Torino – ITALY
Phone +390114326600, email protciv@regione.piemonte.it

Article 6 - CONFLICT OF INTEREST

- 6.1 The HCP module undertakes 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 HCP 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 HCP 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 HCP module and the subject matter of the Agreement.
- 8.2 Any personal data included in the Agreement shall be processed pursuant to Regulation (EC) 2016/679 of the European Council and Parliament 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 HCP 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 HCP 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 HCP 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 HCP module shall inform in writing of subcontracting parts of the contract to third parties. In any case the HCP 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 HCP 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 HCP module shall indicate his place of taxation for VAT purposes 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 HCP 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 HCP 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 HCP 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 HCP module shall only be entitled to payment corresponding to part-performance of the Agreement. On receipt of the letter terminating the Agreement, the HCP 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 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/2017/767616). 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.

SIGNATURES

For the CN APELL-RO Foundation

Executive President

Mr. Emil Grigore Roman

Stamp and Signature:

Done at

Date:

For the HCP module

REGIONE PIEMONTE – Civil
Protection and Forest Fire Fighting
Unit

Head of Unit

Mrs. Sandra Beltramo

Stamp and Signature:

Done at

Date:

PROGRAMMA DI COOPERAZIONE TERRITORIALE EUROPEA / PROGRAMME DE COOPERATION TERRITORIALE EUROPEENNE

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Allegato B

STRUTTURE DELLA REGIONE PIEMONTE RESPONSABILI DEL CONTROLLO DI PRIMO LIVELLO

Piani integrati tematici - PITEM e Piani integrati territoriali - PITER

Progetti di assistenza tecnica

Decisioni del Comitato di Sorveglianza

Chambéry 8 novembre 2018

| N. Progetto | Obiettivo specifico | PITEM/PITER | Titolo | Beneficiari | Tipologia partner | Costo totale del partner | FESR | CPN | Cofinanziamento privato | Struttura regionale incaricata del controllo |
|-------------|---------------------|-----------------|---------------|---|-------------------|--------------------------|------------|-----------|-------------------------|---|
| 3797 | 3.2 | PITEM BIODIVALP | COEVA | Regione Piemonte | Partner | 39.476,00 | 33.555,00 | 5.921,00 | 0,00 | Settore sviluppo della montagna e cooperazione transfrontaliera Simona Piumatti |
| 3896 | 3.2 | PITEM BIODIVALP | COBIODIV | REGIONE PIEMONTE | Partner | 288.122,00 | 244.904,00 | 43.218,00 | 0,00 | Settore copianificazione urbanistica area nord-est Luca Colombo |
| 3896 | 3.2 | PITEM BIODIVALP | COBIODIV | Parco Nazionale Gran Paradiso | Partner | 110.000,00 | 93.500,00 | 16.500,00 | 0,00 | Settore copianificazione urbanistica area nord-est Luca Colombo |
| 3971 | 3.2 | PITEM BIODIVALP | PROBIODIV | REGIONE PIEMONTE | Partner | 181.000,00 | 153.850,00 | 27.150,00 | 0,00 | Settore copianificazione urbanistica area nord-est Luca Colombo |
| 4100 | 3.1 | PITEM PACE | SAUVEGARDER | REGIONE PIEMONTE | Partner | 550.000,00 | 467.500,00 | 82.500,00 | 0,00 | Settore offerta turistica e sportiva Valter Giordano |
| 4100 | 3.1 | PITEM PACE | SAUVEGARDER | CENTRO PER LA CONSERVAZIONE E IL RESTAURO DEI BENI CULTURALI «LA VENARIA REALE» | Partner | 170.000,00 | 144.500,00 | 0,00 | 25.500,00 | |
| 4110 | 3.1 | PITEM PACE | Far Conoscere | Regione Piemonte | Partner | 450.000,00 | 382.500,00 | 67.500,00 | 0,00 | Settore promozione delle attività culturali, del patrimonio linguistico e dello spettacolo Paolo Fiore |
| 4104 | 4.1 | PITEM PROSOL | CoorCom | REGIONE PIEMONTE - Direzione Sanità | Capofila | 345.063,00 | 293.303,55 | 51.759,45 | 0,00 | Settore sviluppo della montagna e cooperazione transfrontaliera Lara Cavallero |
| 4104 | 4.1 | PITEM PROSOL | CoorCom | AGENZIA SANITARIA LOCALE CUNEO 1 | Partner | 50.000,00 | 42.500,00 | 7.500,00 | 0,00 | |

| N. Progetto | Obiettivo specifico | PITEM/PITER | Titolo | Beneficiari | Tipologia partner | Costo totale del partner | FESR | CPN | Cofinanziamento privato | Struttura regionale incaricata del controllo |
|-------------|---------------------|--------------------|----------------------|---|-------------------|--------------------------|------------|-----------|-------------------------|--|
| 4128 | 4.1 | PITEM PROSOL | SENIOR | REGIONE PIEMONTE - Direzione Sanità | Partner | 347.071,58 | 295.010,84 | 52.060,74 | 0,00 | Direzione Sanità Paola Marcis |
| 4298 | 4.1 | PITEM PROSOL | We-Pro | Regione Piemonte - Direzione Coesione Sociale | Capofila | 368.549,00 | 313.266,65 | 55.282,35 | 0,00 | Settore politiche per le famiglie, minori e giovani, sostegno alle situazioni di fragilità sociale |
| 4298 | 4.1 | PITEM PROSOL | We-Pro | ATS Reti di Welfare di Prossimità | Partner | 563.000,00 | 478.550,00 | 0,00 | 84.450,00 | Gaetano Baldacci |
| 4095 | 2.2 | PITER PAYS-SAGES | PCCPITER | Provincia di Cuneo | Capofila | 190.481,71 | 161.909,45 | 28.572,26 | 0,00 | Settore sviluppo della montagna e cooperazione transfrontaliera Lara Cavallero |
| 4166 | 1.2 | PITER PAYS-SAGES | PAYS-ECOGETIQUES | Camera di Commercio, Industria, Agricoltura, Artigianato di Cuneo | Partner | 192.190,00 | 163.361,00 | 28.829,00 | 0,00 | Settore sviluppo energetico sostenibile |
| 4166 | 1.2 | PITER PAYS-SAGES | PAYS-ECOGETIQUES | Provincia di Cuneo | Partner | 210.000,00 | 178.500,00 | 31.500,00 | 0,00 | Edoardo Trossero |
| 4176 | 3.1 | PITER PAYS-SAGES | PAYS AIMABLES | PROVINCIA DI CUNEO | Capofila | 263.000,00 | 223.550,00 | 39.450,00 | 0,00 | Settore attività turistiche, promozione dello sport e del tempo libero Federica Campi |
| 4176 | 3.1 | PITER PAYS-SAGES | PAYS AIMABLES | ENTE TURISMO ALBA BRA LANGHE ROERO | Partner | 200.000,00 | 170.000,00 | 30.000,00 | 0,00 | |
| 4176 | 3.1 | PITER PAYS-SAGES | PAYS AIMABLES | Camera di Commercio, Industria, Agricoltura, Artigianato di Cuneo | Partner | 178.569,20 | 151.783,82 | 26.785,38 | 0,00 | |
| | | | | | | | | | | |
| 4942 | 5.1 | ASSISTENZA TECNICA | ATCMTO 2017-2019 | Città metropolitana di Torino | Partner | 3.000,00 | 2.550,00 | 450,00 | 0,00 | Settore sviluppo della montagna e cooperazione transfrontaliera Simona Piumatti |
| 4949 | 5.1 | ASSISTENZA TECNICA | AT2-PROVCN 2019-2020 | Provincia di Cuneo | Partner | 2.000,00 | 1.700,00 | 300,00 | 0,00 | Settore sviluppo della montagna e cooperazione transfrontaliera Simona Piumatti |