

Codice A1818B

D.D. 3 ottobre 2019, n. 3408

Partecipazione del "Tast - Technical Assistance Support Team della Regione Piemonte IT/TAST/001" all'esercitazione internazionale "EUMODEX ITALY 2019" (Italia, Firenze 6-11 Ottobre 2019), organizzata nell'ambito delle attività esercitative finanziate dal Meccanismo Unionale di Protezione Civile. - Approvazione schema di contratto fra Regione Piemonte e Consorzio organizzatore.

(omissis)
IL DIRIGENTE
(omissis)
determina

1) di far partecipare il team TAST della Regione Piemonte all'esercitazione internazionale di protezione civile "Modules Field Exercises EUMODEX ITALY 2019" che si terrà a Firenze dal 06 al 11 Ottobre 2019, con spese interamente a carico del consorzio organizzatore, e in cui viene testata ed esercitata la capacità operativa del modulo in parola;

2) di approvare lo schema di contratto predisposto dal Consorzio organizzatore, 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, allegato alla presente determinazione per costituirne parte integrante e sostanziale;

3) 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

Participation of Italy TAST team
in a modules field exercise cycle 10
6 – 11 October 2019

EU Contract: No ECHO/SER/2018/785709

Regarding the participation of Italy with a TAST module to the Modules Field Exercises — implementing the European Commission service contract to design, plan, conduct and self-evaluate modules field exercise in Florence Italy 6 – 11 October 2019.

The organiser of the exercises, Swedish Civil Contingencies Agency, MSB, having its registered office at MSB, Raddningsvagen 14, 247 81, Södra Sandby, Sweden, (hereinafter referred to as MSB), represented by Mr. Fredrik Zäll,
of the one part,

and

Regione Piemonte
Settore Protezione Civile e Sistema Anti Incendi Boschivi (A.I.B)
corso Marche 79
10146 Torino (Italy)
represented by Mrs Sandra Beltramo

HAVE AGREED

The general conditions below which forms an integral part of this agreement (hereinafter referred to as 'the Agreement').

This contract is based upon the specifications to Contract No ECHO/SER/2018/785709.

Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams - Lot 4: Design, plan, conduct and self-evaluate exercises for Technical Assistance and Support Team (TAST), experts of a European Union Civil Protection Team (EUCPT), 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 self-evaluate exercises for civil protection modules, technical assistance support teams, experts of a European Union Civil Protection Team (EUCPT) as well as other capacities of the voluntary pool', 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 will happen in preparation for, during deployment and conduct of the ModEX exercise in Italy 6 – 11 October 2019 and during redeployment to the home country.
- 2.3 The duration of the tasks shall not exceed 3 days after the end of the exercise, namely 15 October 2019 will be the last day. The period of execution of the tasks may be extended only with the express written agreement of the parties before the period elapses.

- 2.4 The Agreement ends on the date of the payment of the balance by MSB to the Regione Piemonte - Settore Protezione Civile e Sistema Anti Incendi Boschivi (A.I.B)

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

- 3.1 MSB will organise a full scale functional exercise for Member States civil protection modules as described in the Tender. The exercise will be hosted in Florence, Italy 6 – 11 October 2019.
- 3.2 MSB will reimburse the TAST module for the costs incurred in participating six (6) days to the exercise as specified in 4.2 and 4.3, including the travel to/from the exercise site. MSB will make arrangements of flight itineraries.
- 3.3 The costs will be reimbursed by MSB to the TAST team Regione Piemonte. The final payment will be agreed between MSB and the TAST team and will be based on the actual costs of participation, but will not exceed the amount of 18.000 euro. All expenses over the calculated cost will be covered by the TAST team organization.
- 3.4 Payments under the Agreement shall be made by invoice/ letter of request of payment. The document should include the following reference: 155/679966. Payments shall be executed only if the TAST module has fulfilled all its contractual obligations by the date on which the 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. Invoice shall be submitted to MSB within 30 days after completion of the exercise.
- 3.6 MSB shall have 30 days from the date on which the request was received (date post-stamp) to pay the requested amounts.
- 3.7 Invoice shall be sent to:
- MSB Swedish Civil Contingencies Agency
Att. Sofia Templin
Räddningsvägen 14, Revingeby
247 81 Södra Sandby
Sweden
- 3.8 MSB 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 with two (2) TAST/HNS teams with three (3) participants in total.
- 4.2 The TAST team will participate in the six (6) days field exercise that will take place in Italy 6 – 11 October 2019

- 4.5 In the event of an emergency relief operation where the TAST module team and or equipment is required, the TAST module reserves 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. The email address to be used is eu.modex@msb.se. Traditional post shall be avoided but it used shall be considered received by the parties at the date on which it is registered by the respective receiving parties on the following addresses:

The administration of the Exercises:

MSB Revinge
Att: Sofia Templin
Räddningsvägen 14
247 81 Södra Sandby
Sweden

The TAST module:
Regione Piemonte
Settore Protezione Civile e Sistema Anti Incendi Boschivi (A.I.B)
corso Marche 79
10146 Torino (Italy)

Article 6 - CONFLICT OF INTERESTS

- 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 MSB, in writing, without delay. The TAST module shall, without delay, take whatever steps are necessary to rectify this situation. MSB 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 authorise MSB to process, use, distribute and publish, for purposes related to the scope of the Agreement, in particular the identity of the TAST module and the subject matter of the Agreement.

8.2 MSB are responsible for processing of personal data according to The EU general data protection regulation 2016/679. MSB determines the purposes and means of the processing of personal data within this contract and are therefore an independent controller in the meaning of The EU general data protection regulation 2016/679.

The TAST module shall have the right of access to its 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 personal data, it shall address them to the MSB.

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 wilful misconduct or gross negligence on the part of the former party.

9.2 The TAST module shall be liable for any loss or damage caused by itself in the performance of the Agreement, including in the event of subcontracting under Article 11.1. MSB shall not be liable for any act or default on the part of the TAST module in the performance of the Agreement.

9.3 The TAST module shall provide compensation in the event of any action, claim or proceeding brought against MSB by a third party as a result of damage caused by the TAST module in the performance of the Agreement.

9.4 In the event of any action brought by a third party against MSB in connection with performance of the Agreement, the TAST module shall assist MSB. Expenditure incurred by the TAST module to this end shall be borne by MSB.

9.5 The contracting parties shall as a minimum take out liability insurance with limits of liability of not less than Euro 5 million per claim and in the annual aggregate to cover risk arising from the execution of this contract. Proof of insurance including payment of premium must be forwarded to MSB prior to the commencement of the exercise.

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 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 TAST module shall inform MSB 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 MSB 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 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, to another party without prior written authorisation from MSB.

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 module shall not be enforceable against and shall have no effect on MSB.

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 MSB 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 30 days in advance. Should MSB 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 TAST 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 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 MSB and the European Commission No ECHO/A2/SER/2017/04. The contract specifies in article I.7:

17.3. Any dispute between the parties in relation to the interpretation, application or validity of the contract which cannot be settled amicably shall be brought before the courts of Brussels.



SIGNATURE

For Regione Piemonte – Civil Protection and
Forest Fire Fighting Unit

Mrs Sandra Beltramo
Head of Unit

Signature:

Date at Turin:

For MSB

Mr. Fredrik Zäll
Head of Unit

Signature:

Date at Revinge: