



Hasičský záchranný sbor Moravskoslezského kraje				
EVIDENCE SMLUV				
HMSK	SML	296	2014	
		poř. číslo	rok	dobu plnění
Ev. číslo v SSD				

Agreement

between

APELL National Center for Disaster Management Foundation

CN APELL-RO

And

State Czech Republic

Subject: Service Contract number ECHO/SER/2016/738038


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) and experts of a European Union Civil Protection Team (EUCPT) as well as other capacities of the voluntary pool (Lot 2)

2017

Version 1.0 – September

EU Contract: ECHO/SER/2016/738038

Regarding the organisation of a field exercise in Czech Republic within the European Commission service contract, above mentioned, to design, plan, conduct and self – evaluate modules field exercises.

The APELL National Center for Disaster Management Foundation, being represented by  having its registered office in Turda, 101 Dr I Ratiu Street, county Cluj, post code 401151, Romania hereinafter referred to as „CN APELL-RO”,

of the one part,

and

Czech Republic – Hasický Zachranný Sbor Moravskoslezského kraje (Fire Rescue Brigade of Moravian-Silesian Region)

hereinafter referred to as „the Partner”,

being represented by Mr. Vladimír Vlček, Director of Hasický Zachranný Sbor Moravskoslezského kraje (Fire Rescue Brigade of Moravian-Silesian Region)

of the other part,

HAVE AGREED

The general conditions below and the **Annex I: “The cost calculation”**, 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/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

1.1 The subject of the Agreement is the organisation of a modules field exercise in Czech Republic, 02nd – 05th of November 2017, within the European Commission service contract, ECHO/SER/2016/738038, to 'Design, plan, conduct and self – evaluate exercises for civil protection modules and technical assistance support teams'.



Agreement



Article 2 – DURATION

- 2.1 The Agreement shall enter into force on the date on which both parties sign it.
- 2.2 Execution of the tasks under no circumstances may 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 Partner.

Article 3 – ROLE AND OBLIGATIONS OF THE CN APELL-RO

- 3.1 The Consortium is the coordinating body and is responsible for the project management and performs all planning, administrative and coordination tasks. CN APELL-RO, as “Consortium Leader” in the Consortium, will be the main coordinator for four full scale functional exercises for Member States civil protection modules as described in the Tender.
- 3.2 The contract is going to be paid in two separate payments defined in the articles 3.5.1 and 3.5.2.
- 3.3 The maximum total amount paid to the “Partner” under the agreement shall be 35 000,- EURO [thirty five thousand] covering all tasks executed and based on the calculations detailed in Annex I. The final payment will be agreed between CN APELL-RO and the Partner 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 by the Partner. The request of payment should include Partner bank account information (name of the bank, address of the branch in full, exact designation of account holder, full account number including codes, SWIFT code) as well as the following reference “ECHO/SER/2016/738038”. Payments shall be executed only if the Partner have fulfilled all their contractual obligations by the date on which the Letter of payment 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 Partner.
- 3.5 Payments shall be made in accordance with the payment periods of the CN APELL-RO contract with the European Commission.
 - 3.5.1. First payment of 60% of the total amount shall be transferred not later than 1 month before the first day of the exercise;
 - 3.5.2. Second payment of 40% of the total amount shall be transferred at the end of the exercise and after receiving an overview of the actual costs of participation at the exercise from the Partner.
- 3.6 CN APELL-RO shall have 15 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 Partner bank account denominated in CZK, identified as

follows:

Name of the bank: Ceska narodni banka

Address of the branch in full: Nadrazni 4, 702 00 Ostrava

Exact designation of account holder: Hasicky Zachranny Sbor Moravskoslezskeho Kraje,
Vyskovicka 40, 700 30 Ostrava

Full account number including codes (IBAN code): CZ88 0710 0000 1900 0193 3881

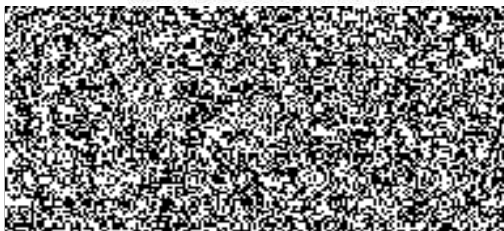
BIC code: -

SWIFT code: CNBCZPP

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

Article 4 – ROLE AND OBLIGATIONS OF THE PARTNER

- 4.1 The Partner is responsible for the design, plan, organize and conduction of the exercise in Czech Republic, location based upon the guidelines and formats developed in the design phase of the project and supervised by CN APELL-RO.
- 4.2 The Partner will plan a four days field exercise, from 02nd – 05th of November 2017 in Czech Republic.
- 4.3 On the basis of the model exercise the Partner shall plan one functional exercise which involves at least three modules (chosen from High Capacity Pumping, Water Purification, CBRN Detection and Sampling, Flood Rescue Using Boats and/or other response capacities in CECIS) and which include the structure of an on-site coordination hub/OSOCC operated by technical assistance and support team (TAST) and a European Union Civil Protection Team (EUCPT) of five Mechanism trained experts.
- 4.4 The Partner accepts 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 Modules capabilities are registered in the CECIS database of the Commission on the date of their respective exercises.
- 4.5 The Partner will designate for the exercise a Venue manager. The venue manager is part of the exercise control and supports the Chief Exercise Controller and is during the exercise responsible for the instruction of the safety officers and local role play. The venue manager knows the complete script and what is required to play in certain inject. He has the direct lines to his organisation, ensuring that everything is at the right moment at the right place. The venue manager arranges all practical issues for example the availability of transportation, accommodation and the supplies of certain goods. The venue manager directs a team of coordinators (on site commanders) who are responsible for coordination of the safety officers, role-players and logistics. In addition, the venue manager has the support of a colleagues, who will ensure that 24/7 someone is available that can direct the local organisation.
- 4.6 In the event of an emergency relief operation where the Partner team and or equipment is required (force majeure), the Partner reserves the right to cancel or reduce its participation in the concerned exercises.



Agreement



Article 5 – GENERAL ADMINISTRATIVE PROVISIONS

5.1 Any communication relating to the Agreement shall be made in writing and shall mention 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:

5.1.1. CN APELL-RO:

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

5.1.2. The Partner:

Hasický Zachranný Sbor Moravskoslezského Kraje
Vyskovická 2995/40, 700 30 Ostrava-Zabřeh. CZECH REPUBLIC

Article 6 - CONFLICT OF INTEREST

6.1 The Partner 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, immediately. The Partner immediately takes 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

7.1 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 Partner 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 Partner 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 Partner shall have the right of access to his personal data and the right to rectify such data that is inaccurate or incomplete. Should the Partner 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 wilful misconduct or gross negligence on the part of the former party.
- 9.2 The Partner 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 11.1. shall not be liable for any act or default on the part of the Partner in the performance of the Agreement.
- 9.3 The Partner shall provide compensation in the event of any action, claim or proceeding brought against CN APELL-RO by a third party as a result of damage caused by the Partner in the performance of the Agreement.
- 9.4 In the event of any action brought by a third party against CN APELL-RO in connection with performance of the Agreement, the Partner shall assist CN APELL-RO. Expenditure incurred by the Partner to this end shall be borne by CN APELL-RO.
- 9.5 Appropriate insurance shall exist for the equipment and the participants on the exercise.

Article 10: FORCE MAJEURE

- 10.1 Force majeure means 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 immediately 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 Partner 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

- 11.1 The Partner shall inform in writing of subcontracting parts of the contract to third parties. In any case the Partner 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 Partner 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 Partner 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 Partner shall not assign the rights or obligations arising from the Agreement, in whole or in part, without prior written authorization form
- 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 Partner shall not be enforceable against and shall have no effect on CN APELL-RO.

Article 14: AMENDMENTS

- 14.1 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

- 15.1 In case the European Commission decides to suspend the execution of the tasks under the service contract, neither CN APELL-RO nor the Partner shall be entitled to claim compensation on account of suspension of the Agreement or part thereof.

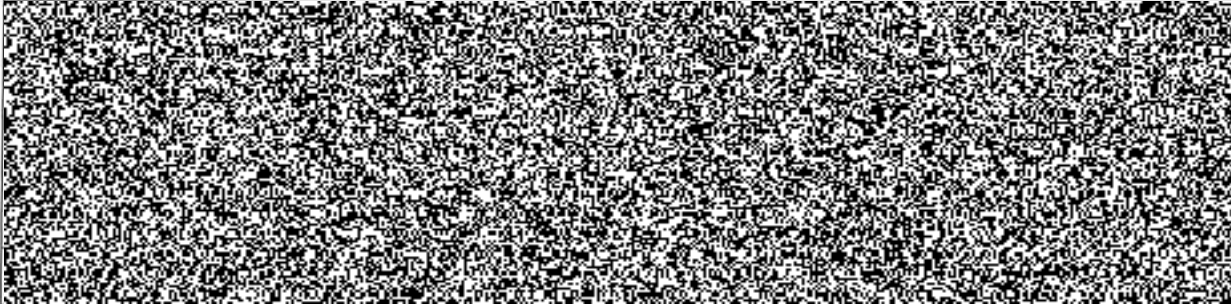
Article 16: TERMINATION BY EITHER CONTRACTING PARTY

- 16.1 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. If CN APELL-RO terminates the Agreement, the Partner shall only be entitled to payment corresponding to part-performance of the Agreement. On receipt of the letter terminating the Agreement, the Partner shall take all appropriate measures to minimize costs, prevent damage, and cancel or reduce his commitments. If The Partner terminates the Agreement, CN APELL-RO pays The Partner the amount of the costs that has been calculated until the termination of the Agreement.

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 CN APELL-RO and the European Commission (NO. ECHO/SER/2015/718122). Specified in article 1.7.:
- 17.2.1. The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.
- 17.2.2. Any dispute between the parties resulting from the interpretation or application of the Contract that cannot be settled amicably shall be brought before the courts of Belgium.

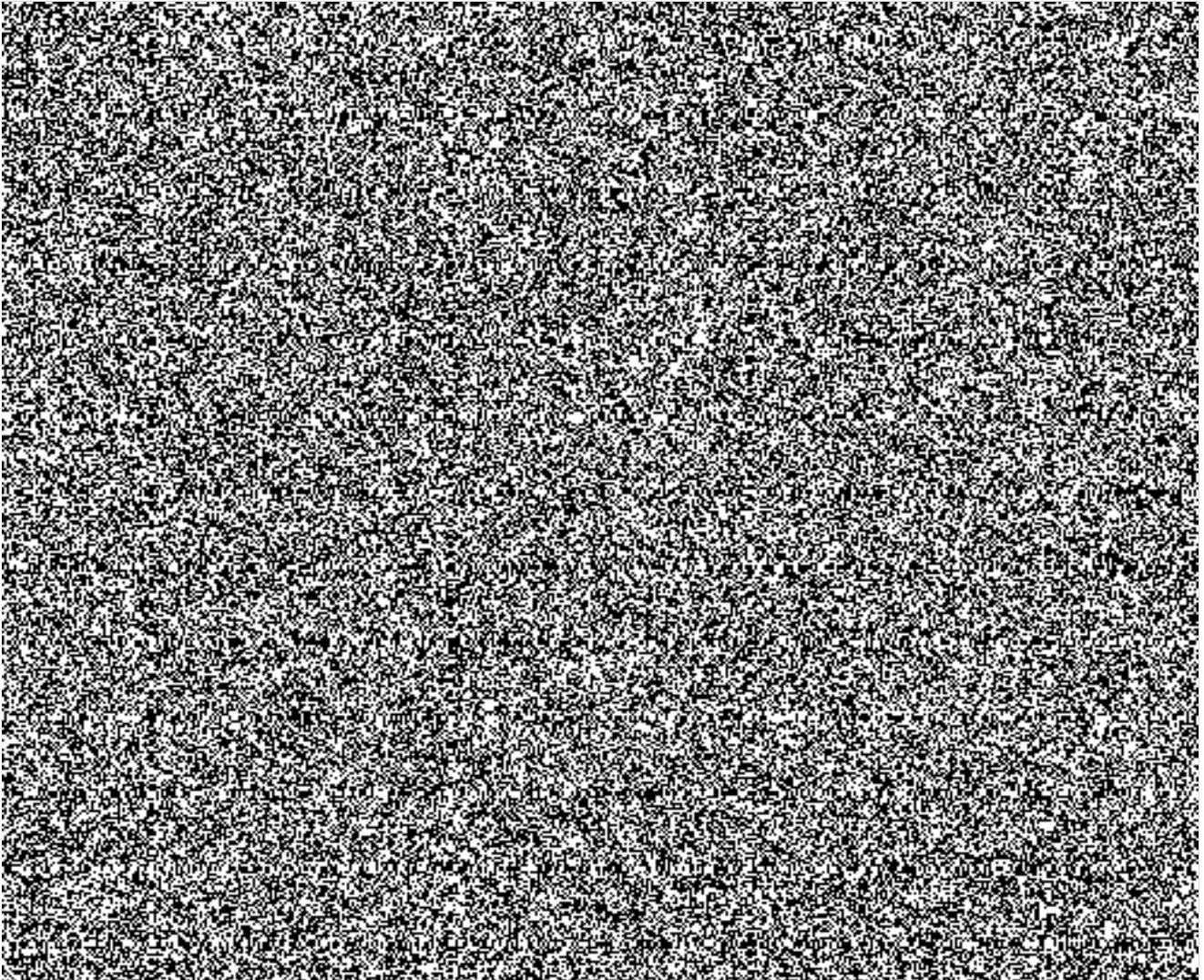
SIGNATURE

For the CN APELL-RO Foundation	For the Hasický Zachranný Sbor Moravskoslezského Kraje (Fire Rescue Brigade of Moravian-Silesian Region)
	
Date: ...18.10.2017.....	Date: 18.10.2017

In duplicate in English

Agreement

**Financial fact sheet
venue management**



Costs defined in table above are estimated costs, that could vary on base of real circumstances.

Exercise organizer is obliged to assure:

- Meals for exercise controllers, trainers, evaluators, observers, support personnel, actors and others (must be made available three times daily in the field, including at least one hot meal per day) and refreshments.
- Sufficient beverages: must be available 24/24 to avoid dehydration (hot drinks in cold weather) 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, observers and others.
- Sanitary installations equivalent to international standards must be set up in sufficient numbers for support personnel and actors.
- MEDEVAC (Medical Evacuation) and a dedicated medical service in case of real emergencies during the exercise.

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- Site preparation.
- Transport on sites and airport transfer.
- Visibility & communication.
- Core group meeting, staffing costs, venue manager, safety officers, on site commanders, etc.
- Office material, consumables for excon, trainers, etc.
- Social event.

Date 18.10.2017

Agreement