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Hostile Environment Awareness Training (HEAT) Application form

PREAMBLE

SAFE Foundation is a non-profit participation Foundation which aims to promote national and international activities in the fields of security, defence, peace and stability, freedom and fundamental rights, and exclusively pursues objectives of social solidarity of general interest. As part of its institutional activities, SAFE Foundation promotes and organises "BeSAFE HEAT" courses, carried out in collaboration with the Italian Armed Forces (Ministry of Defence) at the former military base of Monte Calvarina Control Area, made available on free loan to SAFE Foundation (following a public procedure) by the Municipality of Roncà. This course is intended for organisations interested in training their staff in basic concepts relating to individual security and intervention / reaction protocols in hostile situations. The training focuses on a variety of threats that could emerge in conflict or post-conflict areas, combining a theoretical component with simulations in highly realistic live scenarios.

MODULE

I, the undersigned _____, born on __ / __ / __
in _____, citizenship _____,
residing in _____ road/street _____,
telephone number _____, email _____,
hereinafter also the "Participant."

REQUEST

to be enrolled in the course "BeSAFE Hostile Environment Awareness Training (HEAT)" (hereinafter also "Course"), organised by Fondazione SAFE, hereinafter also the "Organiser".

Pursuant to Articles 46 and 47 of Presidential Decree No 445/2000, and aware of the sanctions referred to in Article 76 of that decree in the event of false declarations, under my own responsibility I hereby

DECLARE THAT:

- ☐ I am an Italian citizen;
- ☐ I am a citizen of a country within the European Union (EU citizen);
- ☐ I am a citizen of a country not belonging to the European Union, but I have a valid visa, residence permit or equivalent documents.



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I also declare that I participate in the aforementioned course:

- ☐ as an employee / partner / associate / consultant of the entity / company / EU agency (name of the entity) _____

I also declare that I've been selected for an international mission/operation/ CSDP mission (Optional):

- ☐ Name of the mission and expected date of deployment: _____

Furthermore, I also declare pursuant to the same articles that:

- ☐ I am of age;
- ☐ I have no reported criminal convictions, nor am I the object of any security measures or prevention measures, civil decisions or administrative measures entered in the criminal record pursuant to current and relevant legislation;
- ☐ I am not aware of being the subject of any criminal proceedings.

With this application, I accept the Regulations below, which I fully acknowledge and understand.

COURSE REGULATIONS

General conditions

1. The object of this contract is the provision by the Organiser of the "BeSAFE Hostile Environment Awareness Training (HEAT)" course, in the manner described below. Enrolments to the Course will take place following the receipt by the Organiser of the "Application form", duly completed in its entirety and signed by the Participant, together with the attached documents and following confirmation of selection from the ESDC Training Manager. The course participation fee is covered by ESDC. Costs for travelling to and from Soave, accommodation (including breakfast), meals and local transport shall be covered by each individual. Participants will be responsible for paying the cost of accommodation, travel and local transport directly. All meals from Monday to Friday lunch will be arranged by SAFE. Participants will be requested to pay a lump sum in advance to cover meal expenses.

2. It is possible to cancel participation in the Course by written communication sent by *posta elettronica certificata* (certified electronic mail) or registered letter with return receipt to the Organiser. Replacement of Participants with others who meet the requirements for enrolment, which the Organiser reserves the right to verify in all cases, is allowed and does not constitute cancellation. For various activities a minimum number of twelve Participants is required. In the event of failure to reach that number, the Organiser reserves the right not to run the course, even at the last moment. In that case, the Organiser undertakes, where possible, to arrange with the Participants a deferral of the Course or their inclusion in subsequent Courses.

If, for reasons beyond the Organiser's control, it is necessary to postpone the course to another date and the Participant cannot accept the replacement services offered to him/her, payments already made to cover meals and local transports will be refunded. Further requests for reimbursement, as well as compensation for greater damage, are excluded. In addition to the rights provided above, the Organiser reserves the right not to admit to the Course persons who do not provide complete and truthful information regarding the requirements of this contract.



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If an activity or part of it cannot be carried out for reasons of force majeure, due to safety problems, by order of the authority, or because of strikes, weather conditions or other adverse natural or social circumstances, the Organiser has the right to cancel or interrupt the Course even at the last moment. The right to make changes to the activities is explicitly reserved. The Organiser undertakes to guarantee a replacement service of equal value.

3. The Course entails a certain level of psychological and physical stress, to which the Participant is subjected. In particular, some of the activities carried out could involve exposure to loud noises, flashing/sudden lights, physical contact with expert trainers in situations of simulated violence and more generally to the following risks:

- “environmental”, such as those deriving from weather conditions and mountain hazards;
- “human, due to interference”, such as those connected to the presence of other Participants on the training site, with the consequent possible accidental interactions with them;
- “human, due to the individual him- or herself”, such as those deriving from the degree of technical-motor skill of each Participant, that could generate varying degrees of risk depending on the characteristics of the proposed exercise;
- “infrastructural”, such as those related to the use of the facilities and systems belonging to the Organiser.

4. The Participant declares under his/her own responsibility that he/she is in good health, not pregnant, and has no existing medical or psychological condition or serious psycho-physical insufficiencies that could:

- put at risk his/her health, that of the other Participants, the Organiser, the instructors or any of the support staff involved in the delivery of the Course;
- actually hinder his/her ability to understand the instructions given or, more generally, his/her participation in the training activity;
- have a negative impact on the work of the Organiser and on the success of the training activity for the other Participants.

5. The Participant is fully aware of any risks taken during the course of the proposed training activities and that his/her participation is voluntary, just as any action taken during the course of the activities is strictly voluntary. The Organiser, within the limits of applicable law, is liable for contractual and non-contractual damages to the Participants or to third parties only when they constitute immediate and direct consequence, through wilful misconduct or gross negligence, of the activity of the Organiser within the Course. Therefore, the Organiser will not be responsible for (i) any damage, injuries, failures, losses, even fatal injuries, which are not a direct consequence of the violation of the Contract by the Organiser; (ii) damage or loss due to unforeseeable circumstances or force majeure events or, in any case, events independent of the will and unrelated to the sphere of control of the Organiser, such as, by way of example, failures or interruptions to telephone or electric lines, to the internet and / or in all cases to other transmission tools, strikes, epidemics, natural events, viruses and cyber attacks, interruptions in the supply of third-party products or services; (iii) any loss of employment or commercial and/or working opportunity and any other loss, even indirect, that may be suffered by the Participants.

6. The Participant acknowledges that the Organiser is not responsible for accidents or injuries that may occur during the Course due to his/her own pre-existing personal health conditions, and for this purpose presents an appropriate medical certificate released no more than a year before by a qualified health professional certifying that the subject is in a good state of health and has no contraindications in place for the practice of non-



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competitive sports activities and is also not affected by mental illnesses or defects that diminish, even temporarily, his/her mental capacity.

7. The Participant undertakes to keep the Organiser (as well as their legal representatives, administrators, employees and collaborators) free and relieved of any and all civil and / or criminal liability for any damage, harm, loss or injury, even fatal, not dependent on their work, that the Participant himself/herself or his/her personal effects may suffer on the occasion of his/her participation in the Course, including legal costs incurred for alleged damages, losses or injuries to third parties due to his/her conduct or on the occasion of his/her participation in the Course, and also the expenses for the transfer linked to participation in the Course, whatever the cause, within the limits of the applicable law.

8. The Organiser makes medical assistance available only during the practical activities of the Course. In the event that the Participant needs medical assistance during the theoretical sessions or outside of the Course hours, whether for personal reasons or due to accidents related to his/her participation in the Course, he/she can contact the National Health Service, which guarantees 24-hour medical assistance¹. The Organiser is not responsible for injuries or accidents related to pre-existing medical conditions and is not obliged to provide long-term medical assistance. The Participant must immediately notify the Organiser in the event of injury or illness during the Course.

9. The Participant can ask to abandon a practical activity at any time using an agreed word which will be communicated at the beginning of the Course. The use of this word will initiate the relevant procedure, which entails immediate exit from the activity, medical and psychological assistance if necessary, transport to a safe place where he/she will remain until the end of the session. Once the procedure has been activated, the Participant will not have the opportunity to continue the activity he/she has abandoned, and his/her participation in the Course will resume from the next session, subject to the favourable opinion of the medical team and the Organiser. Failure to participate in activities essential for the completion of the training course may, at the discretion of the Organiser, result in the certificate of participation not being issued.

10. The BeSAFE HEAT Course, by virtue of its specificity, requires the Participant's full commitment throughout the training in terms of seriousness, attention and collaboration within the group. For this reason it is forbidden to participate in activities under the effect of alcohol, drugs, psychedelic drugs or medicines that can alter sensory or perceptive abilities, comprehension ability and / or reaction times. In addition, pregnant women may not enrol in the Course. In interpersonal relationships, respect for the other Participants, the Organiser and instructors is required, as is scrupulous observance of the instructions given by the latter. The Participant must always remain with the group, under the direct supervision of the instructors, and must not touch anything in the training area, unless specifically requested. In the event of behaviour that differs from the instructions received from the instructors, the Participant will be held fully responsible for any damage caused to himself / herself, to the other Participants, to the Organiser, to the instructors, to the support staff, to the training areas, or to the infrastructure and equipment.

¹ The Italian National Health System guarantees 24-hour medical assistance. Urgent medical treatment is provided to both European and non-European citizens. Citizens of EU member states, EEA countries or Swiss citizens in possession of the European Health Insurance Card (TEAM in Italian) issued by the competent national health authorities in their countries have health cover for emergencies and medical assistance by a general practitioner, while a contribution may be required for prescriptions and medical tests



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11. The Organiser can suspend participation of the Participant in the training activities or exclude him/her from the Course at their discretion in the event of misconduct, uncooperative and / or non-observant behaviour. In the event that participation during a session is suspended due to minor non-participatory behaviour, the Participant will be given the opportunity to provide a justification to the Organiser, who can at their discretion readmit the Participant or exclude him/her from the Course. The final decision will be made after consultation with the medical team and instructors. In any case in which participation in the Course is interrupted, the Participant will be asked to leave the training area immediately and will be accompanied to his/her accommodation. In the event that participation in the Course is interrupted for any reason grounded in the conduct of the Participant, he/she will not be entitled to a refund of the registration fee, nor to the certificate of participation in the Course, and any travel expenses deriving from early departure will be chargeable to him/her.

12. Some practical activities may be filmed and / or photographed pursuant to Art. 97 l. 633/1941, both for internal security reasons, and for scientific, educational and training purposes related to the evaluation of performances during the debriefing. Subject to the signing of a separate release by the individual Participants, the Organiser reserves the right to use some photographs or videos in order to promote the HEAT training activity on the website and through the most relevant media and communication channels.

13. The Participant undertakes not to disclose any information relating to this agreement and to keep all such information confidential, including the terms and conditions of use and commercial information and / or data, the terms of the offer, as well as any type of information on the Course, and not to take photographs or make any kind of recording during the training, not to interview the other participants or the training team, nor to share names, facts and data about the Course. The Participant undertakes never to disclose such information, nor to (directly or indirectly) assign it, transfer it, transmit it or communicate it to any person or entity (including, without limitation, any competitor of the Organiser, the press, other professionals, or public bodies). The Participant also accepts that the Organiser strictly enforce all existing rules and procedures (including internal ones) or that they introduce further ones to protect confidential information. In the event of a violation by the Participant of the confidentiality obligations, the Organiser will have the right to apply a penalty of €3,000.00 (three thousand/00 euro), in addition to compensation for the greater damage. The Participant will accept without reservations or exceptions the amount of the penalty that the Organiser will communicate via *posta elettronica certificata* (certified electronic mail) or registered letter with return receipt.

14. The training team will collect sensitive information relating to the physical and psychological condition of the Participant through the appropriate forms in order to ensure participation in practical activities in complete safety and the adoption of the necessary precautions, where deemed appropriate. The information collected will be processed by medical staff and used only for purposes related to the course; they will not be shared and will be kept exclusively to ensure participation in practical activities in complete safety and for internal legal protection purposes in the event of litigation, in addition to other information. The Course Organiser is responsible for the processing of personal data.

15. The contract is governed by Italian law. Any modification of the conditions and terms of this contract must be in written form, under penalty of nullity. For any dispute relating to the validity, interpretation or execution of this contract, the parties, consensually and conventionally, indicate the Court of Verona as competent Court, pursuant to Art. 28 of the Italian Civil Procedure Code.



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16. Any communication required or permitted by this contract, will be effective whether sent by email, registered letter or in writing and personally delivered, provided that proof of receipt can be obtained. Unless otherwise provided in writing by the party concerned, all communications will be addressed as follows: fondazionesafe@pec.it or safe@safe-europe.eu

17. This contract is governed by Italian law. Any modification of the terms and conditions of this contract must be in written form, under penalty of nullity. For any dispute relating to the validity, interpretation or execution of this contract, the parties, by consensus and conventionally, indicate the Court of Verona as competent Court, pursuant to Art. 28 of the Code of Civil Procedure.

18. Any communication requested or permitted by this contract, will be effective whether sent by email, registered letter or in writing and personally delivered, provided that proof of receipt can be given.

The following documents are enclosed and must be submitted with this form:

- 1) for EU citizens: photocopy of a valid identity document; for non-EU citizens: photocopy of a valid passport and visa or residence permit;
- 2) (up-to-date) curriculum vitae;
- 3) a short paragraph detailing your interest in the course and **any upcoming CSDP missions**.

The following documents must be submitted two weeks before the course starts:

- 4) a medical certificate (dated not earlier than one year prior to this application form);
- 5) a privacy form (see Annex 1);
- 6) a psychological and physical well-being form (Annex 2).

PLACE AND DATE

SIGNATURE

Pursuant to and for the purposes of Art. 1341 of the Italian Civil Code and Art. 33 of the Italian Consumer Code, the undersigned specifically approves all that is laid down in Articles 2, 6, 10, 11, 13, 14 and 18 of this Form.

SIGNATURE
