



BRANDWEER

Brandweeracademie

2021 FEU Pilot Officer Development Programme (ODP)

Project proposal

Final version, 20 May 2021

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Background

The overall and strategic goal the Federation of European Union Fire Officer Associations (FEU) has described for ODP is 'to develop and stimulate futureproof leadership and management skills of our fire officers'. The FEU wants to realize this strategic goal by developing an Officer and leadership program (ODLP¹). The ambition is to develop a coherent program that consists of a variety of forms and methods which contribute to the exchange and improvement of leadership and management skills and experience.

Initially a prototype will be developed that consists of a limited number of modules, including the testing of the prototype with a pilot group. IFV-NFA was approached by FEU to develop and deliver this pilot. Depending on the outcome of this pilot, the prototype can be developed to a whole and integral program by FEU in collaboration with international academies.

During the initial process of planning and preparation the corona crisis started. Since then, it was decided on a couple of occasions to postpone the pilot. Recently the project team and the FEU Board reconvened to discuss a project restart. The result of this was that all parties concerned are motivated to develop the pilot programme for delivery in 2022.

On 9 November 2020, the FEU Board agreed to the content of the project outline document². The project outline document has been expanded into this project proposal, which also serves as a contract between IFV-NFA and FEU.

Project objective and results

The main goal of this project is to design, develop and test a prototype training programme for European Fire Officers, consisting of several modules. The pilot will be executed, and the results will be evaluated. Depending on the outcome, the prototype can be developed into a whole and integral programme, in collaboration with other international academies.

During the working group kick-off meeting that took place on 10 May 2021, it became clear that participating countries envisage a blended delivery format for the pilot. This means the programme will consist of 'live' training sessions at a suitable venue in The Netherlands, and online meetings. This will be further discussed and decided during working group meetings. The agreed planning and project finances will be part of this decision-making process.

Project roles and responsibilities

In the fall of 2019, the scenario and framework³ 'single party development' was chosen for the partnership: FEU will organise a working group and act as ambassador for the programme. IFV-NFA will act as client and contractor. IFV-NFA will independently develop the programme, in close cooperation with the FEU. FEU is responsible for the recruitment of students and acts as a support base for the programme. In line with this scenario, we foresee the following project roles and tasks:

¹ After this document was produced, it was decided not to use this abbreviation anymore.

² Project Outline document 29 October 2020

³ Scenario 3 – FEU Concept decision note, 30 October 2019



Project roles and tasks

Overall project management, IFV-NFA

Kenny Essers is responsible for overall execution of the project. For decisions about content and other project issues he will work closely with FEU (Board and working group). He will be point of contact for FEU-Board regarding overall project and IFV-NFA-related issues.

Project liaison, FEU

FEU Board member Jakob Vedsted Andersen will be the main point of contact for IFV-NFA.

Design & development pilot programme, IFV-NFA

The programme outline⁴ which was developed in 2019 is the starting point for developing content, to which the current crisis will surely be added in some shape or form. Perhaps there will be more content changes. This will be discussed with a FEU working group; more information about this you will find below. Marianne Heijndijk is responsible for design and development and will liaise with this group.

Programme execution and evaluation, IFV-NFA

Marianne Heijndijk leads programme execution and evaluation. This includes practical co-ordination and the evaluation process after the pilot has taken place. Again, she will be supported by several IFV-NFA-professionals and the FEU working group (evaluation).

Working group, FEU

FEU has appointed a working group which will be chaired by Jakob Vedsted Andersen. The group will meet on several occasions and work with IFV-NFA during design and development and the pilot evaluation. The working group members represent several FEU countries.

Recruitment, promotion an ambassadorship, FEU

FEU is responsible for recruitment of participants and organising ambassadorship. FEU will organise the communication expertise that they require for this task. IFV-NFA will support this by developing promotional material and promoting the pilot via available platforms and channels, like their website, social media, in newsletters and their international network. This will be done in co-operation with FEU.

Project deliverables

A project deliverable is any output created as the result of work done during a project. Using this definition, the proposed deliverables following this proposal are:

- > Participant profile and process design intake and registration
- > Educational model pilot
- > Full training programme/curriculum pilot
- > Evaluation plan and evaluation report
- > Communication plan and promotional materials
- > Description of FEU-ODP Alumni

This project does not include any work for FEU-ODP programmes following the pilot.

⁴ Attachment FEU Concept Outline ODPL

Project planning

Project deliverable/activity	Responsible	Deadline
Final version project proposal including financials	IFV-NFA	May 2021
<i>10 May 2021: Kick-off meeting Steering and Working group</i>		
Planning 2021 meetings working group	IFV-NFA	May 2021
Finalise participant profile	IFV-NFA	June 2021
Plan for communication, promotion and ambassadorship	FEU	June 2021
Design educational model and concept-curriculum	IFV-NFA	June 2021
Design process and format intake and registration	IFV-NFA	June 2021
Develop information pack for FEU members / potential participants	IFV-NFA	June/July 2021
<i>June/July 2021: 2 Working group meetings: educational model, curriculum, intake & registration format.</i>		
Recruit participants for the pilot	FEU	May – Aug. 2021
Prepare website to go live after the summer	IFV-NFA	July/Aug. 2021
Go / No-go decision based on number of participants	FEU / IFV-NFA	6 Sept 2021
Website 'live' for registration	IFV-NFA	13 Sept – 15 Oct. 2021
Online intakes with participants	IFV-NFA	25 Oct – 4 Nov
Work on curriculum, approach speakers, helped by members working group.	IFV-NFA	Oct. – Dec. 2021
Evaluation plan	IFV-NFA	Oct. - Nov. 2021
<i>Oct./Nov. 2021: 2 Working group meetings: Finalise evaluation plan, curriculum-related topics.</i>		
Pilot preparations: communication, venues, field trips etc.	IFV-NFA	Oct. – Dec. 2021
Pilot execution	IFV-NFA	Q1 – 2022, TBD
Pilot evaluation and report, final project calculation.	IFV-NFA	March/April 2022



Project financials

It has been decided that the project will be financed primarily by participant fees. To cover project costs fully, both FEU and IFV-NFA will invest.

Project calculation

The calculation below is based on 6 full training days with 18 participants (maximum). That is also the number of participants necessary to go ahead with the pilot.

PROJECT CALCULATION 2022 PILOT ODP	COSTS (€)
General project costs, promotion and communication	
Project hours 2020 miscellaneous	10.000,00
Project hours 2021 miscellaneous	25.000,00
Budget promotional materials	5.000,00
Design and development	
Educational model/curriculum (2 trainer-coaches & educ. consultancy)	11.750,00
Intake and registration participants	
Design, organisation, execution registration and intake processes	6.000,00
Training delivery, including preparation⁵	
Two trainer-coaches, moderator/educational support	22.550,00
Budget additional trainers/speakers	10.000,00
Budget technical facilities and logistics	10.000,00
Pilot evaluation	
Evaluation plan, survey, and evaluation report	4.500,00
	<i>Subtotal costs</i> 104.800,00
	<i>Reserve unforeseen costs 2,5%</i> 2.620,00
	Total costs 107.420,00
	<i>Revenue participant fees (18 x € 3500 p.p.)</i> 63.000,00
	<i>Investment FEU</i> 18.000,00
	<i>Investment IFV-NFA</i> 26.420,00
	Total income 107.420,00

⁵ The budget is fixed. What it's spent on depends on delivery format (live, online etc).

Please note:

In general

IFV Terms and Conditions (appendix) apply to this agreement and to any additional agreements with organizations from FEU member countries that enroll participants in the ODP-pilot course.

With regards to investment and the project go ahead/cancellation

- The pilot will go ahead when the number of successfully registered participants reaches 18. That's also the maximum number of participants for the pilot. Most of the development and organization of the pilot will be done after this goal has been reached in order to minimize financial risks.
- FEU's investment will not exceed € 18.000.-
- IFV-NFA's investment will not exceed € 26.500,-.
- Contributions by FEU-members in the working group for example are not included in the project calculation and are funded by FEU member countries themselves.
- The pilot is regarded as an isolated financial case where development costs equal investments by both IFV and FEU and the income from participant fees. Any future ODP development or co-operation is not part of this agreement.

Additional comments

- All completed project deliverables can be used by both parties in mutual agreement. The FEU-name can only be used when FEU participates in the activity or project.
- In case FEU decides to apply for Erasmus+ funding, IFV-NFA will supply FEU with information about the programme contents. Any additional activities for the application are not included in this calculation.
- Any changes to this proposal along the way need to be agreed by the steering group.



Authorization proposal

The information described in this offer was drawn up and approved under the responsibility of Mr. O.P. Banga, Interim Manager Fire Academy. The offer has been checked by the controller Mr. P.A. Barendse.

O.P. Banga



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P.A. Barendse

the proposal has been approved by email. Therefore, the signature is missing.

Project agreement

By signing below, both parties acknowledge and agree to the contents of this proposal.

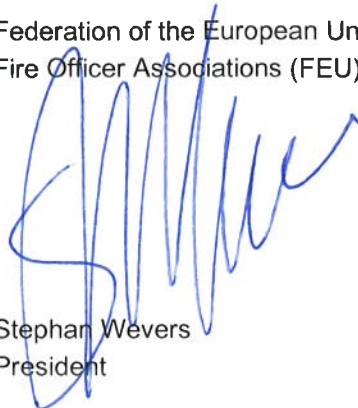
Instituut Fysieke Veiligheid
Brandweeracademie (IFV-NFA)



Otte-Pieter Banga
Interim Manager Fire Academy

Date:

Federation of the European Union
Fire Officer Associations (FEU)



Stephan Wevers
President

Date: 5 juli 2021

Appendix:

IFV Terms and Conditions (document name: General Conditions IFV October 2018)



General Conditions of the Institute for Safety (IFV)

Clause 1: Definitions

In these General Conditions the following definitions apply:

- * *Agreement:*
Every legal relationship between the Institute for Safety (IFV) and a Principal relating to the provision of services and the sale of products;
- * *Principal:*
The natural or legal person who concludes an Agreement with the IFV and who accepts the payment obligation, hereinafter also referred to as: "the Other Party";
- * *Participant:*
The natural person designated by the Other Party, who for or on behalf of the Other Party will participate in a training course, exercise, congress or exam.
- * *Instruction:*
The instruction includes and instruction to provide a service, a registration or an order.
- * *Candidate:*
The natural person designated by the Other Party, who for or on behalf of the Other Party will participate in an exam.

Clause 2: Applicability

1. These General Conditions shall apply to each offer and Agreement concerning the delivery of products and the provision of services by the IFV, and to any supplementary and/or subsequent agreements arising therefrom.
2. Any changes of or supplementations to these General Conditions expressly have to be agreed in writing. A change or supplementation shall solely apply to the product or service to which the Agreement relates. No rights can be derived from such a change or supplementation with respect to any agreements that may be concluded with the IFV in the future.
3. The applicability of any general conditions of the Other Party is herewith expressly excluded.

Clause 3: Coming About of an Agreement

1. An Agreement between the IFV and the Other Party shall not come about until after the placement or submission of a written or oral order, registration or instruction at the IFV, and the written acceptance or confirmation thereof by the IFV. A written acceptance or confirmation on the side of the IFV shall not be required if the Other Party has already accepted an earlier offer of the IFV in writing.
2. The information of the Other Party will be recorded in the administration of the IFV. That information will not be offered to third parties for inspection or takeover.
3. Exclusively the Director and the (Academy) Managers shall be authorised to enter into an Agreement for or on behalf of the IFV and to represent the IFV externally, unless that right has been delegated and the Other Party has been informed thereof in writing.

Clause 4: Prices

1. The prices mentioned in the offer or in an Agreement shall be exclusive of VAT, unless agreed otherwise in writing.
2. The IFV reserves the right to change any (agreed) prices twice a year, in the months of January and July respectively, unless this right has been excluded or limited in writing. Changed prices shall apply as from the moment that they are introduced.
3. A price change shall be no valid ground or reason for dissolution or cancellation of the Agreement by the Other Party.



Clause 5: Payment

1. Invoices will have to be paid within 30 days after the invoice date. In respect thereof, the Other Party cannot invoke setoff or compensation. Payment will have to take place by means of remittance or transfer to a bank account to be specified by the IFV further.
2. In case of instructions that have a special nature or that require a special manner or method of execution, or in case of a foreign Principal, the IFV shall have the right to impose further conditions and/or guarantees, this at the sole and free discretion of the IFV.
3. If the Other Party does not pay within the set (firm) payment period of 30 days after the invoice date, he shall be considered to be in default (without any separate notification of default being required), and the Other Party shall as of the set payment due date beside the statutory interest also be due a contractual default interest of 2 (two) percent per month. Moreover the Other Party shall then be held to compensate all damages and costs that are the consequence of or that are connected with the default of the Other Party. In case of a judicial collection, the IFV shall also have the right to charge an amount for extra-judicial costs of collection in accordance with the 'Voorwerk' Report II, or the actually incurred extra-judicial costs of collection.
4. If an invoice is not paid in time or at all, the IFV shall have the right to suspend its activities and services for, and the performance of its obligations towards the Other Party, until all outstanding amounts have been paid. The IFV shall not be liable for any damages and costs created or arisen as a result of the aforesaid suspension.

Clause 6: Registration for and Participation in Training Courses, Exams, Exercises or Congresses

1. In case of over-registration for a training course, exam, exercise or congress, the IFV shall, if the Participant meets all conditions that have been set, use the date of receipt of the registration form as a selection criterion.
2. In case of insufficient registrations, the IFV reserves the right to cancel a training course, exercise or congress, or in case of a training course to combine or join training course groups. The IFV will as the occasion arises inform the Participant or Other Party thereof in a timely manner.
3. The registration has been accepted by the IFV when the IFV, in response to the registration of the Participant or Other Party, has sent a written confirmation. In case of congresses this will be done by e-mail.
4. In case of a registration for which the registration form is received after the closing date of the relevant registration term but which nevertheless leads to placement for a training course or exercise, EUR 120 administration costs will be charged.
5. If at the start of a training course, exercise or congress a Participant or Other Party has not paid the participation costs in full or at all, the IFV shall have the right to exclude the relevant Participant or Other Party from (further) participation, without prejudice to the obligation of the relevant Participant or Other Party yet to pay the full participation costs.
6. The program of a training course is described in the training course brochure of the IFV. The IFV reserves the right to make changes in the training course, exercise or congress programmes. The IFV shall inform the Participant or Other Party of any changes in a timely manner. The Participant or Other Party shall not have the right to terminate the Agreement because of any changes.
7. The IFV reserves the right to change the time, the location and the place of the training course, exercise or congress. The IFV shall inform the Participant thereof in a timely manner. Such a change shall not be a valid reason for termination of the Agreement.

Clause 7: Cancellation and Prevention (with Exception of Exams)

1. Cancellation of an instruction by an Other Party shall exclusively be possible in writing.
2. The IFV shall use the date of receipt of the written cancellation as the cancellation date.



3. If the registration is cancelled up to 8 weeks before the commencement of the training course, exercise, investigation or congress, 20 percent of the total costs shall be charged. If the registration is cancelled within 8 to 4 weeks before the commencement of the training course, exercise, investigation or congress, 50 percent of the total costs shall be charged. If the registration is cancelled within 4 weeks before the commencement of training course, exercise, investigation or congress, the total costs shall be charged.
4. The financial obligation of the Participant or Other Party towards the IFV shall not expire by any non-attendance of any training course, exercise or congress by the relevant Participant or Other Party.
5. If a Participant or Other Party is prevented from participating or cannot participate in a training course, exercise or congress, the Other Party shall be due the entire registration fee to the IFV.
6. If a Participant is not able to participate in a training course, exercise or congress, the Other Party shall be authorised to let a substitute participate.
7. In case of death of the Participant, the Agreement shall end at the date of death. In that case only the price of the lessons followed until that date shall be due. The other reciprocal rights and obligations arising from the Agreement shall end as soon as the Agreement has ended. Any already previously paid costs shall be paid back in so far as these relate to the period following the end of the Agreement.

Article 8: Cancellation and Impediment with regard to Exams

1. As cancellation date, the IFV shall use the receipt date of the written cancellation.
2. An exam can be cancelled free of charge up to 4 weeks before the exam date.
3. If an exam is cancelled by the Principal within 4 to 2 weeks before the exam date, only the costs for the scheduled examiners will be charged.
4. If the exam is cancelled by the Principal within 2 weeks before the exam date, the full exam costs will be charged.
5. If an exam is cancelled by the IFV within 2 weeks before the exam date, the IFV will bear the demonstrably incurred costs, with the exception of any loss of time costs of candidates and costs of personnel called in by the Principal.
6. If the exam has to be cancelled because of force majeure within 2 weeks before the exam date, the Principal will bear the already incurred organizational costs, but the exam costs do not have to be paid. There is force majeure if:
 - a. the exam does not take place because the examiner cannot act due to serious, non-attributable circumstances (illness, iced roads, etc.);
 - b. the online exam cannot take place because of unforeseen technical problems on the day itself (no internet connection, problems with the server, etc.).
7. If an online exam cannot take place because of a technical defect arising from a cause that falls within the direct sphere of influence of the IFV, the Principal will not have to pay any exam fees and the IFV will reimburse the demonstrable costs for the rental of the online Location. Any loss of time costs of candidates and costs of personnel called in by the organizer will not be reimbursed.
8. If the exam starts later as a result of incomplete material or any other causes of an organizational nature, the costs for the extra compensation that the IFV has to pay to the Exam Committee will be charged to the Principal.
9. The number of candidates per exam can be changed free of charge up to 4 weeks before the exam date.
10. If the number of candidates is reduced by the Principal within 4 to 2 weeks before the exam date, the number of candidates that were known 4 weeks prior to the exam will be charged.
11. If a candidate does not participate in an exam, the Principal will be due the full exam fee to the IFV.
12. In the event that a candidate is unable to attend an exam, the Principal shall be authorized to let another candidate participate.

Clause 9: Publications

1. If the Other Party does not wish to purchase one or more publications, the Other Party has the right to return the relevant publications within 7 working days. Return shipments shall only be accepted if the publications are undamaged and packed in their original packing, whereas also 20 percent of the invoice amount plus the costs of shipment shall be for the charge of the Other Party.

Clause 10: Information

1. The IFV shall have the right concerning Participants in training courses to provide the following information:
 - * attendance lists for subsidy purposes to employers of students;
 - * information concerning name, address and place of residence for parties that are involved in exams or subsidies.
2. Unless there exists a legal or judicial obligation to disclose information, the IFV shall be held to observe strict secrecy towards with third parties with respect to the nature, content and scope of the Agreement, as well as with respect to other relevant information that because of the execution of the Agreement has become known to the IFV.
3. Without the prior written permission of the IFV, the Other Party shall make no statements to third parties concerning the approach, methods or written expressions of the IFV.

Clause 11: Reservation of Ownership and Intellectual Property Rights

1. The products delivered by the IFV shall remain the property of the IFV until all invoices have been paid in full. The risk in respect of the products shall transfer at the moment of delivery.
2. The Other Party shall fully and unconditionally respect the intellectual property rights that rest on the products delivered and the services provided by the IFV, including without limitation any patents, licenses, copyrights, registered drawings and/or designs, trademarks and trade names. This obligation shall continue to apply after the end of the Agreement also.
3. Investigation reports shall after completion and delivery, and with due observance of the provisions set forth in paragraph 1, become the property of the Other Party.
4. In case of investigations with a public interest, the IFV reserves the right, after consultation with the Other Party, to publish the investigation results. The IFV shall not make the investigation results public within a period of 3 months after completion and delivery of the investigation, unless the Other Party has given permission to do so in writing. After expiry of the aforesaid period of 3 months, the IFV may make the investigation results public if third parties request the same and if it concerns a public interest. The Other Party shall be informed thereof in writing at all times.

Clause 12: Liability and Indemnification

1. The IFV shall not be liable for any direct, indirect or consequential damage of whatever nature or scope, including any loss of profits and loss of turnover, suffered by the Other Party or Participant or any third party, connected with or arising from the performance of the Agreement or any failure to do so, unless there is intent or gross negligence on the side of the IFV.
2. If and in so far as it appears that any liability rests on the IFV towards the Other Party, that liability shall per claim/event be limited to the amount that is paid out under the liability insurance concluded by the IFV. At the written request of the Other Party, the IFV shall grant the Other Party the opportunity to inspect the policy conditions.
3. When calling in the assistance of third parties, the IFV shall observe all due care. The IFV shall not be liable, however, for any errors or failures in the performance of such third parties.
4. The Other Party shall indemnify the IFV against claims of third parties arising from or connected with the performance or execution of the Agreement, unless the claims are the consequence of intent or gross negligence on the side of the IFV.

Clause 13: Interim Termination

1. The IFV shall have the right to cancel the Agreement with immediate effect, without any entitlement to damages for the Other Party or to refund of any invoiced amounts that have already been paid or that are due and payable by the Other Party, if:
 - * the Other Party does not pay the invoices in a timely manner, without prejudice to the entitlement of the IFV to full payment of the agreed compensation;
 - * the secrecy obligation or the intellectual property rights are not respected, without prejudice to the entitlement of the IFV to full payment of the agreed compensation and to damages because of the breach or infringement committed;
 - * the Other Party in full or in part ceases or otherwise liquidates its business activities or transfers the same to a third party, and/or to a serious degree changes its business activities without a prior written permission;
 - * there is a (petition for) bankruptcy, a (provisional) suspension of payments, a private agreement or composition with creditors, or if the Debt Repayment Scheme for Natural Persons applies;
 - * the Other Party or Participant seriously gets talked about;
 - * the Other Party or Participant has consciously or deliberately provided incorrect relevant information to the IFV at the coming about of the Agreement;
 - * there in the opinion of the IFV is a serious disturbance in the relationship between the IFV and the Other Party or Participant;
 - * there are other circumstances that in the opinion of the IFV resist a continuation of the Agreement.

Clause 14: Complaints

1. If the Other Party is of the opinion that the IFV does not perform or has not performed its obligations under the Agreement to a sufficient degree or at all, the Other Party shall inform the IFV thereof in writing in a timely manner.
2. Complaints concerning delivered publications will have to be submitted to the publisher of the IFV within 10 working days after delivery, in writing and with a clear description of the complaints, failing which the Other Party can no longer invoke or refer to the complaints.
3. Complaints or possible failures in the performance on the side of the IFV shall not suspend any payment obligations of the Other Party. The Other Party cannot invoke setoff or compensation either.

Clause 15: Disputes

1. This Agreement and any further agreements arising therefrom shall exclusively be governed by Dutch law.
2. Any disputes arising from or connected with the Agreement or any further agreements arising therefrom, shall exclusively be submitted for settlement to the competent court.
3. Contrary to the provisions set forth in the previous paragraph, the parties may also agree to settle a dispute, before submitting the same to the competent court, by means of mediation in accordance with the Rules of the Dutch Mediation Institute as those Rules read at the date that the Agreement is signed.

Clause 16: Miscellaneous

1. If any provision of the Agreement or these General Conditions is null and void or nonbinding, this shall not have as its consequence that the Agreement or these General Conditions are null and void or nonbinding in full. Instead of the void or invalid provision, the IFV and the Other Party shall agree



- an appropriate replacement arrangement that will in a legally valid and effective manner approach the intention of the Agreement or these General Conditions as closely as possible.
2. If the IFV fails to take any action in case of an imputable failure in the performance by the Other Party, or permits or tolerates a deviation from any provision of the Agreement or these General Conditions, this cannot not be considered to be a waiver of any rights.
 3. The headings above the Clauses in the Agreement or these General Conditions have no independent meaning. Those headings have exclusively been inserted for reasons of clarity and do not affect the interpretation of the provisions of the Agreement or these General Conditions.
 4. For cases in which the Agreement or these General Conditions do not provide, the parties shall in proper mutual consultation agree an appropriate arrangement which approaches the intention of the parties and the result pursued by them in a legally effective manner as closely as possible.
 5. If any provision in any Agreement concluded between the IFV and the Other Party is in conflict with any provision of these General Conditions, the provision in the Agreement shall prevail.

