



## Air Navigation Services of the Czech Republic

### Training Service Agreement

(hereinafter referred to as the "**Agreement**")

concluded pursuant to Section 1746 par. 2 of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"),

#### Article 1 Parties

##### **Air Navigation Services of the Czech Republic (ANS CR),**

A state enterprise incorporated under the laws of the Czech Republic,  
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,  
Company Identification Number: 49710371  
VAT Identification Number: CZ699004742  
IBAN: CZ1203001712800000088153  
SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague, Section A, Insert 10771,

Represented by: 

(hereinafter referred to as the "**Provider**")

and


(hereinafter referred to as the "**Client**")

each individually referred to as a "**Party**" or collectively as the "**Parties**"

#### Article 2 Definitions

Unless otherwise stated herein, the definitions of the key terms are as follows:



## **Article 7 Payment terms**

- 7.1 The agreed price shall be paid against invoices issued by the Provider as follows:
- a) Invoice payment of 30 % of the price of the Performance based on an invoice issued upon Course Commencement i.e. September 25<sup>th</sup>, 2023.
  - b) Invoice payment of the remaining 70% of the price of the Performance based on an invoice issued after TWR Rating Training, RAD Course completion, i.e. January 15<sup>th</sup>, 2024.
- 7.2 The invoice document maturity shall be 30 calendar days from the invoice issue by the Provider. The invoice shall include data required by the provisions of Act. No. 235/2004 Coll., on Value Added Tax, as amended, that is to say that the particulars about the price and tax are to be stated in the Czech currency on the basis of a fixed exchange rate set by Czech National Bank (ČNB) on the same day the invoice has been issued.
- 7.3 The invoice shall be considered to be paid up by the Client on the day when the financial amount is credited to the Provider's account.

## **Article 8 Rights and obligations of Parties**

- 8.1 The Client shall ensure the Students for the Course. The Client guarantees that the Students have basic knowledge necessary for the attendance in the Course.
- 8.2 The Client sends the Students to the Provider's Training Centre, i.e. to the Czech Republic. The Client guarantees that the Students have taken out necessary insurance relating to their stay and studies in the Czech Republic otherwise any costs that may arise in this respect shall be borne by the Client. The Provider shall not be held liable for any costs that may arise in connection with injuries or damages caused by the Students. The Client shall provide the Students with appropriate health insurance in the event of illness or injury.
- 8.3 The Provider undertakes to abide by the Course agenda in the scope specified in Annex 1 hereto.
- 8.4 The Provider shall only use instructors for the Course whose professional qualifications are up to the required standard.
- 8.5 The Provider shall evaluate the Students both during and at the end of the Course and present the results of such evaluation to the Client. The Provider is entitled to suggest that a Student should be dismissed from the Course. The Provider is obliged to work out a written final evaluation report within 30 days from the end of the Course at the latest.
- 8.6 The Provider undertakes to perform the Course in English and to provide the Students with appropriate training materials in English.

## **Article 9 Conventional fines and default of interest**

- 9.1 Should the Provider fail to meet the binding deadlines set forth herein, the Provider shall pay a conventional fine equaling 10 % of the price of the Performance. Should the Provider fail to comply with the agreed agenda of the Course as specified in Annex 1 hereto, the Provider shall pay a conventional fine equaling 10 % of the price of the Performance.
- 9.2 Should the Client fail to meet its obligations set forth herein, the Client shall pay the Provider a conventional fine equaling 10 % of the price of the Performance. This provision shall be used unless stated otherwise (Article 9 paragraph 9.3 and Article 16).
- 9.3 Should the Client default in the payment of an invoice, the Client shall pay the Provider a default interest equaling 0.05 % of the unpaid amount for every new day of default.
- 9.4 The obliged Party shall pay the conventional fines set forth herein regardless of whether any damage is inflicted upon the other Party in this connection and if so, what is the amount of such damage; any such damage can be claimed independently.

## Article 10 Force Majeure

- 10.1 For the purposes of the Agreement, the term force majeure applies to earthquake, storm, floods, epidemic diseases, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof.
- 10.2 Neither of the Parties hereto shall be liable for failure to perform the Agreement for the said reasons; however, this provision is only applicable over the period of existence of such reasons.
- 10.3 The Party affected as described above has to furnish evidence of force majeure. The affected Party has to inform the other Party of such a problem and has to provide information for the verification thereof. The scope of such required information has to be reasonable.
- 10.4 Should a force majeure situation/status last more than three months, any of the Parties hereto is entitled to withdraw from the Agreement after fourteen days from the sending of a written advice and shall not be liable for any payments or compensations.

## Article 11 SARS-CoV-2 outbreak

Due to the ongoing outbreak of the SARS-CoV-2 epidemic/pandemic limitation, constraints and other restrictions with regard the fulfilment of works, delivery and services under this Agreement are possible, but cannot be predicted or assessed in the moment of conclusion of this Agreement. Both Parties are aware of these circumstances and their potential impact on this Agreement.

If delays of due dates according to Article 5 and Annex 1 and 2, directly or indirectly caused by the SARS-CoV-2 outbreak, become foreseeable or apparent, the Parties will notify each other without undue delay of the required change. In such case the affected milestone or due dates will be postponed and amended only for as long as absolutely necessary.

Circumstances indicating such postponement are such as stated below but not limited to:

- [REDACTED]
- [REDACTED]
- Unavailability of key resources due to SARS-CoV-2 infection and / or quarantine;
- Unavailability of flights / airlines directly or indirectly related to the SARS-CoV-2 outbreak;
- Closure of borders directly or indirectly related to the SARS-CoV-2 outbreak;
- Risk of temporarily or permanently losing key resources when travelling due to closures / quarantine actions or
- Management decisions of the Parties in consideration of potential threats to life, body or health directly or indirectly related to the SARS-CoV-2 outbreak.

In such case of a necessary delay the Parties will amend this Agreement respectively. The Parties hereby agree that they shall not be liable and shall not bear any additional costs or expenses of the other Party, which are directly or indirectly caused by such delay.

## Article 12 Confidentiality

- 12.1 The Parties hereto shall consider any disclosed business information confidential pursuant to Article 504 and Article 1730 par. 2 of the Civil Code. The other Party must not disclose such information to any third party or use it in contradiction with the purpose thereof otherwise it shall

be held liable for any damage caused by doing that. The obligation to keep all acquired information confidential shall last also after the termination of the contract-based relationship.

### Article 13 Copyright

- 13.1 The Provider is an authorized holder of copyright to all training materials that are used within the Course and provided to the Student. The training materials must not be further distributed without the Provider's prior written consent.
- 13.2 Should a third party claim any copyright infringement, the Party that has infringed such rights shall pay all the costs associated therewith.

### Article 14 Correspondence

- 14.1 The required materials and documents shall be made in writing and delivered to the other Party hereto personally, sent as a registered letter or by email to the following address:

#### Provider

██████████ ██████████ ██████████ ██████████  
██████████ ██████████ ██████████ ██████████  
██████████ ██████████ ██████████ ██████████

#### Client

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The receiving Party shall confirm the receipt of a written advice in writing. Both Parties hereto shall inform each other of changes in their addresses as soon as possible. Important letters shall be advised in advance in a suitable fashion.

### Article 15 Applicable law

- 15.1 Czech law governs the Agreement.
- 15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity therefore, which cannot be settled by Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties hereby agree that a court of the Provider's registered office shall be considered appropriate.

### Article 16 Agreement termination

- 16.1 Should one of the Parties wish to cancel the Course before it starts, the Party is entitled to withdraw from the Agreement by means of a written advice on the Course cancellation delivered to other Party not later than 14 calendar days prior to the Course beginning. If the time remaining until the scheduled beginning is shorter, the cancelling Party shall pay a cancellation fee (conventional fine) equaling 30 % of the total price of the Performance.
- 16.2 Should the Client wish to cancel the Course or wish to withdraw the Student from training due to the Student's inability to follow the program (failure to pass required training milestones, failure to attend training) the Client shall be liable to cover the proportionate amount of training, and other costs up to the date agreed by Parties as the training termination date. The amount shall be calculated by the Provider and communicated to the Client.

16.3 Should one of the Parties materially breach the Agreement during the Performance hereof, the other Party shall be entitled to withdraw from the Agreement as at the date of delivery of a written withdrawal advice. The following actions are deemed to be a material breach of the Agreement:

On the Provider's part: failure to comply with the agreed scope and agenda of the Course as specified in Annex 1 hereto.

On the Client's part: failure to comply with the Student qualification requirements, failure to start the Course as at the agreed date.

16.4 In the event of Provider's or Client's withdrawal from the Agreement pursuant to paragraph 16.3, the breaching Party shall pay any damage caused by the withdrawal.

## Article 17 Final provisions

17.1 Any amendments and alterations of the Agreement can only be made in writing, based on agreement of both Parties, and have to be signed by authorized representatives of both Parties hereto.

17.2 Both Parties hereto declare the respective articles hereof are sufficient in terms of conditions necessary for the establishment of a contract-based relationship and that they have made the Agreement of their free will, not under disadvantageous conditions for either of the Parties.

17.3 The Agreement has been made in four original copies in English language, of which each contracting Party shall receive two copies.

17.4 The Client acknowledges that the Provider is obliged to publish this Agreement pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Client also acknowledges that the Provider is obliged to provide information pursuant to the Act No. 106/1999 Coll., on Free Access to Information, as amended. When this Agreement is published in the Register of Contracts, in particular the following information contained in this Agreement shall not be provided: names, email addresses and phone numbers of Contracting Parties' contact persons, signatures on the Agreement, and also trade secret within the sense of § 504 Civil Code as further specified in Paragraph 17.5 of this Agreement.

17.5 Trade secret, within the sense of § 504 of the Civil Code, means all information detailed in Annex 1 and all information about price detailed in

17.6 Annex 2 and in Paragraph 6.1 and all information about the Client in Article 1 and for this reason the Annex 1 and all information about price and Client will neither be published nor provided according to Paragraph 17.4 of this Agreement.

17.7 *Personal Data Protection.* The Provider and the Client shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Provider is available on <http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>

17.8 This Agreement shall be valid upon signature by the Provider and the Client and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.

17.9 The following Annexes form an integral part of this Agreement:

Annex 1: Course program

Annex 2: Price calculation

In Jenec, on

05.09.2023



Řízení letového provozu  
České republiky, státní podnik  
Navigační 787

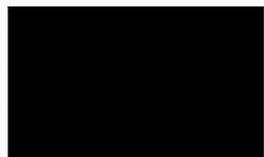
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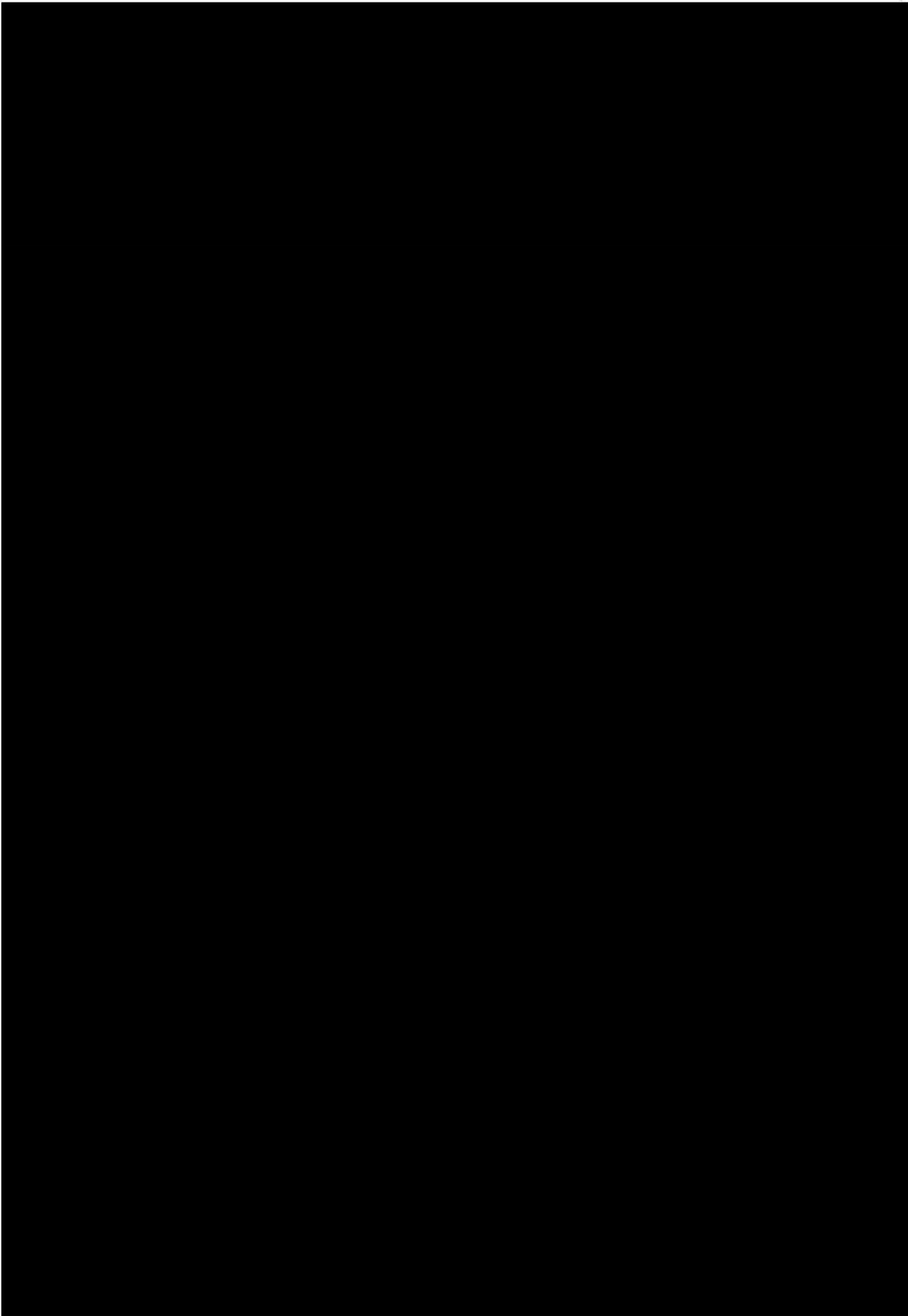
**Annex 1: Course program**

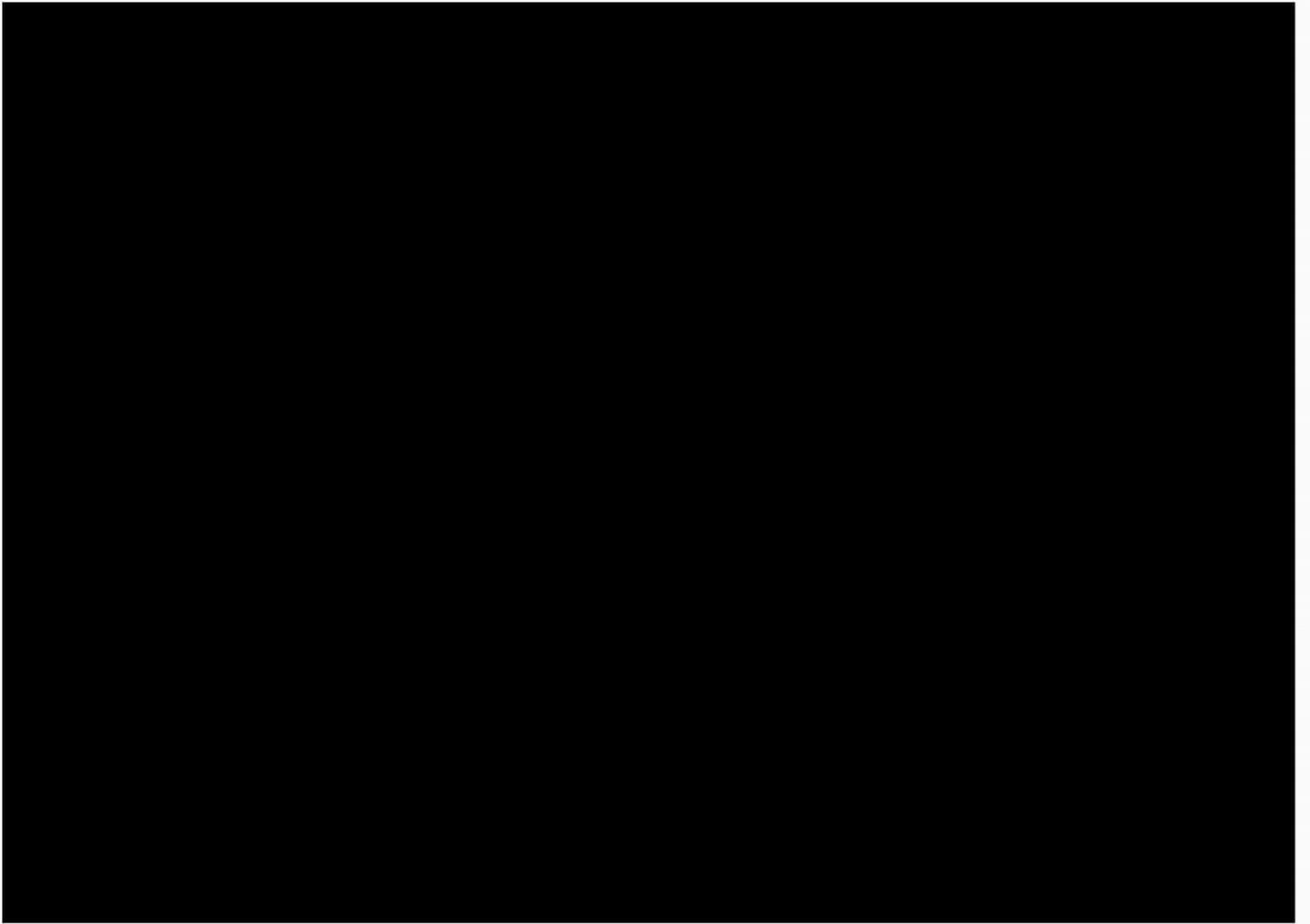
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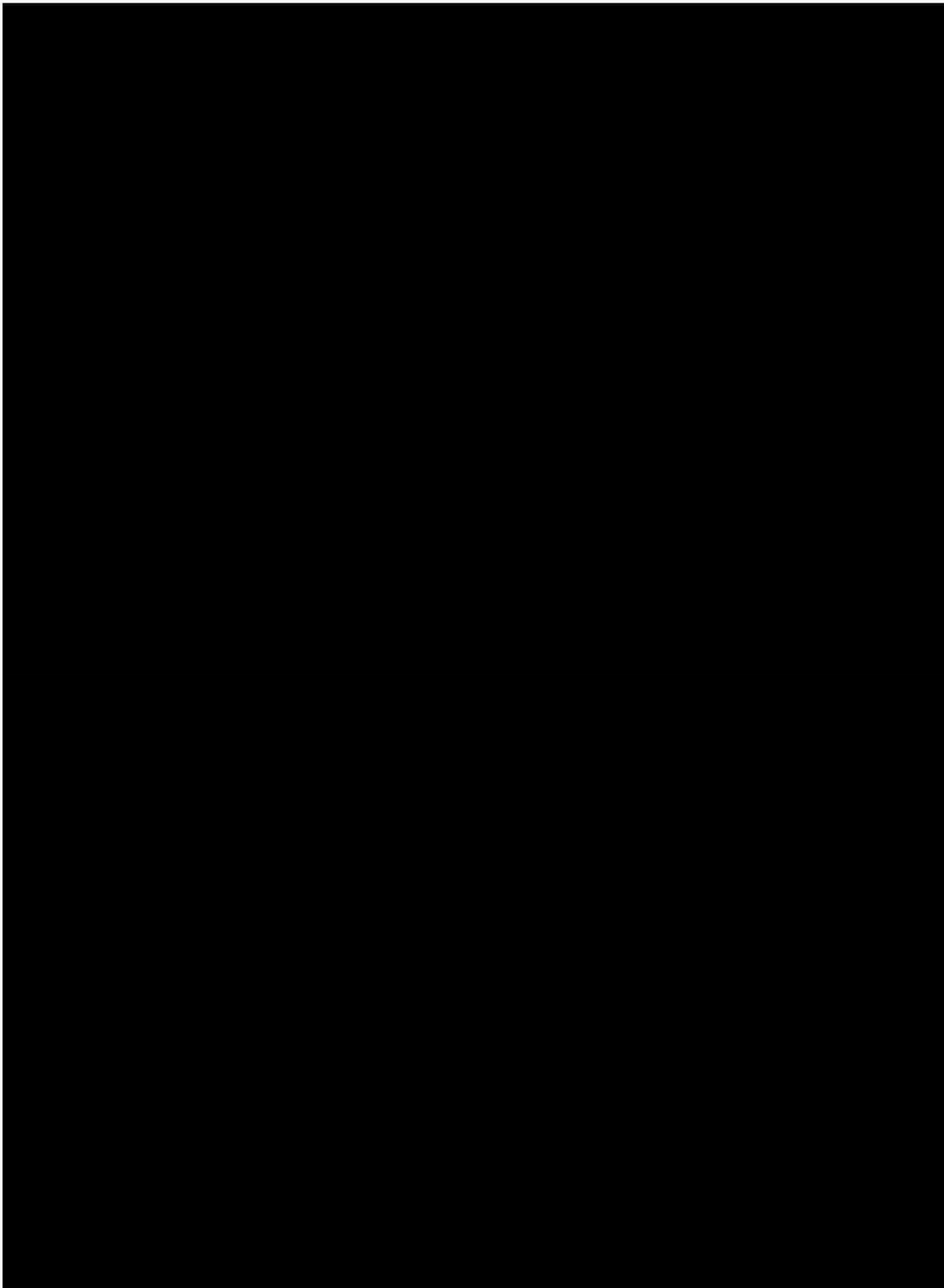


**Annex 2: Price calculation**













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