



**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, under Ref. No.: Section A, Insert 10771,  
Represented by: Mr. Radovan Okenka M.Sc., Executive Director of Finance Unit  
(hereinafter referred to as the "Provider")

and

[REDACTED]

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:

- a) "Course" shall mean a training program within a scope defined in Annex 1 hereto,
- b) "Performance" shall mean a Course realization performed according to the conditions of this Agreement,
- c) "Student" shall mean a person attending a Course,
- d) "Instructor" shall mean a qualified professional performing/lecturing Course up to the required professional standard.
- e) "Course midcheck" shall mean an assessed milestone exercise taking place on January 5, 2024

## Article 3 Subject of the Agreement

- 3.1 The Provider hereby undertakes to perform for the Client Course called "ACS Rating Training (Area Control Surveillance) Rating Training including ELPAC level 4 examination" [REDACTED]
- 3.2 Course shall last eighteen (18) weeks.
- 3.3 The total number of Students in the Course shall [REDACTED]
- 3.4 A detailed description of the Course, its content and timing has been produced by the Provider and approved by the Client. The Course Description constitutes Annex 1 hereto and is an integral part hereof. The training is approved by Czech CAA according to CR (EU) 2015/340.
- 3.5 The Provider shall provide the Student with a Course completion certificate.

## Article 4 Venue of Performance

- 4.1 The venue of the Performance is the building of the ANS CR Training Centre, K Letisti 934, Prague 6, 160 08, Prague–Ruzyne airport, Czech Republic, if not agreed by the Parties otherwise.

## Article 5 Duration

- 5.1 The Performance shall be carried out from November 20<sup>th</sup>, 2023 to March 22<sup>nd</sup>, 2024. Training shall not be in session from December 18<sup>th</sup>, 2023 to January 1<sup>st</sup>, 2024.

## Article 6 Price

- 6.1 The price of the Performance has been agreed on [REDACTED]
- 6.2 The agreed price includes all costs of the Performance, all Courses materials distributed and used for the Performance and accommodation [REDACTED]
- 6.3 The price calculation is presented in Annex 2 to the Agreement.
- 6.4 The agreed price is binding for the Parties. Any changes in the scope of the Course and the tuition prices can only be made in writing, by means of a written addendum signed by authorised representatives of both Parties.

## **Article 7 Payment terms**

- 7.1 The agreed price shall be paid against invoices issued by the Provider as follows:
- a) Invoice for payment of 50 % of the agreed tuition price in article 6.1 of this Agreement shall be issued following the course midcheck, i.e. January 5<sup>th</sup>, 2024.
  - b) Invoice for payment of the remaining 50% of the agreed tuition price and total cost of accommodation in article 6.1 of this Agreement shall be issued after ACS Rating Training completion, i.e. March 22nd, 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 Student for the Course. The Client guarantees that the Student has basic knowledge necessary for the attendance in the Course.
- 8.2 The Client shall send the Student to the Provider's Training Centre, i.e. to the Czech Republic. The Client guarantees that the Student has taken out necessary insurance relating to his/her 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 Student. The Client shall provide the Student 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 is obliged to evaluate the Student 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 the 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 Student 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 15).
- 9.3 Should the Client default in the payment of an invoice, the Client shall pay the Provider a default interest equaling 0.03 % 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 Confidentiality**

11.1 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 12 Copyright**

12.1 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.

12.2 Should a third party claim any copyright infringement, the Party that has infringed such rights shall pay all the costs associated therewith.

#### **Article 13 Correspondence**

13.1 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**

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- 16.3 The Agreement has been made in four original copies in English language, of which each contracting Party shall receive two copies.
- 16.4 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.
- 16.5 Trade secret, within the sense of § 504 of the Civil Code, means all information detailed in Annex 1, all information about price detailed in Annex 2 and in Paragraph 6.1 of this Agreement and all information about the Client, Contracting Authority and Benefit Recipient in Article 1 of this Agreement.
- 16.6 *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 <https://www.ans.cz/categorysb?CatCode=A6>
- 16.7 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.
- 16.8 The following Annexes form an integral part of this Agreement:
- Annex 1 – Course program
- Annex 2 – Price calculation

In Jenec, on 20.11.2023



evidenční číslo smlouvy ŘLP ČR, s.p.:241/2023/PS/048  
Training Service Agreement  
Contract No. Client: E90053/265/0-VER/2023

**Annex 1: Course program**

evidenční číslo smlouvy ŘLP ČR, s.p.:241/2023/PS/048  
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