

2. Subject of the Agreement

- 2.1 The subject of this Agreement is the provision of ATM training for the Client according to COMMISSION REGULATION (EU) 2015/340 of 20 February 2015 laying down technical requirements and administrative procedures relating to air traffic controllers' licences and certificates pursuant to Regulation (EC) No 216/2008 of the European Parliament and of the Council, amending Commission Implementing Regulation (EU) No 923/2012 and repealing Commission Regulation (EU) No 805/2011 and other ATM courses, especially theoretical and practical training with specialization Area Control Surveillance Rating (ACS) (hereinafter referred to as "**services**"). Detailed specification of the services is described in Annex 1 of this Agreement.
- 2.2 The Client undertakes to pay the Provider for the above mentioned services the agreed price in the amount and under the conditions specified in this Agreement.

3. Services orders procedures

- 3.1 The services under Article 2.1 of this Agreement will be provided by the Provider on the basis of order from the Client and a written confirmation of acceptance of this order by the Provider.
- 3.2 The Client represented by its authorized person mentioned below in Article 3.6 of this Agreement may send the order in writing via email at any time during the term of this Agreement.
- 3.3 The Client shall send the order to the Provider, who was evaluated in the specific part of the public contract as the best. If the best provider does not have the capacity to provide the services according to the order, the Client shall send the order to the next provider, who was evaluated in the specific part of the public contract as the second best provider and etc.
- 3.4 The order always contains at least a specification of the services, date for provision of the services, the estimated hours for the provision of the services and the estimated price for the services specified in this order.
- 3.5 The order will be confirmed in writing via email by the Provider's authorized person mentioned in Article 3.6 of this Agreement. Should the Provider's authorized person mentioned in Article 3.6 of this Agreement not confirm the order within 5 (five) days after receiving such order, the Parties undertake to mutually negotiate in order to find a consensus as regards the scope of such order. After the mutual agreement of the Parties the order shall be signed by the Parties' authorized persons.
- 3.6 The authorized persons who are entitled to sign order are as follows:

Authorized person on the side of the Client:



Authorized person on the side of the Provider:



4. Price

- 4.1 The total maximum price of services provided under this Agreement is 54.250.000 CZK including all fees and any other costs related to the performance thereof under this Agreement.
- 4.2 The Client and the Provider have agreed that the hourly rate of services provided under this Agreement is:
- a) 1.500 CZK for activity defined as a standard in part 1. of Annex 1 of this Agreement.
 - b) 1.600 CZK for activity defined as a course manager in Part 2. of Annex 1 of this Agreement.

- 4.3 The maximum amount of hours of services provided under this Agreement is 36 167 hours.
- 4.4 The above prices are set as fixed and unchanging throughout the duration of this Agreement. The prices are expressed excluding VAT, including all taxes, duties and charges.
- 4.5 The hourly rate includes all fees and any other costs related to the performance thereof under this Agreement.

5. Payment Terms

- 5.1 The payment to the Provider under this Agreement shall be made in CZK free of any bank charges, in favor of the Provider in its account, opened in the bank as stated in Article 1 of this Agreement.
- 5.2 Payment for services provided according to paragraph 2.1 shall be paid on the basis of actually provided hours in particular calendar month. A statement of actually performed hours and detailed report of provided services shall be attached to the invoice. The payment will be made on the basis of the invoice issued by the Provider on the last day of the respective calendar month in which the services was provided.
- 5.3 Each invoice, marked with the Client agreement number which is located in the heading of this Agreement, including all its attachments as stated in Article 5.2 of this Agreement, must be sent in written form on the address of the Client as stated in Article 1 of this Agreement or via email from Provider's email address [REDACTED] to the Client's email address fakturace@ans.cz, otherwise it shall be returned to the Provider. Invoices shall be payable within thirty (30) days after receipt by the Client.
- 5.4 The invoices shall fulfil all requirements of a tax document according to Act no. 235/2004 Coll., on VAT, as amended, or EU Council Directive number 2006/112/ES, otherwise will be returned to the Provider. Each invoice shall be issued in CZK currency.
- 5.5 The Client may return the invoice, if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Provider shall issue a new invoice or correct the original invoice and fix a new due date.
- 5.6 The Client is not responsible for any Provider's obligations to tax offices of the Czech Republic.

6. Place of performance

- 6.1 The place of the performance is the building of the ANS CR Training Centre, K Letišti 934, Prague 6, 160 08, Václav Havel Airport Prague, Czech Republic.

7. Obligations of the Client

- 7.1 The Client shall provide all cooperation necessary for the due performance of the Agreement by the Provider.
- 7.2 In the case of default of provision of cooperation preventing the Provider from performance of this Agreement, the Provider shall be bound to notify the Client of this in writing. In this case the Provider shall not be responsible for any delay caused.

8. Obligations of the Provider

- 8.1 The services shall be provided
 - 8.1.1.in case the Provider is a natural person by the Provider himself/herself,
 - 8.1.2.in case the Provider is a legal person by the person providing the services for the Provider.

- 8.2 In both cases (Art. 8.1.1 and 8.1.2 above) the services shall be provided by the instructor who is a holder of valid OJTI or STDI endorsement according to Commission Regulation (EU) 2015/340 or according to different regulation. The Provider shall on the request the Client provide with:
- 8.2.1.valid OJTI or STDI Endorsement according to Commission Regulation (EU) 2015/340, or
- 8.2.2.valid OJTI or STDI Endorsement according to different regulation that is confirmed as acceptable by Czech CAA (ÚCL), confirmation produced by Czech CAA (ÚCL) must be provided as well, or
- 8.2.3.entry from OJTI or STDI registry led by the competent aviation authority that issued the rating/endorsement that is confirmed as acceptable by Czech CAA (ÚCL), confirmation produced by Czech CAA (ÚCL) must be provided as well;
- 8.3 The mechanism of change of the instructor
- 8.3.1.In case the Provider is a legal person and the need to change of the instructor occurs on its part, the Provider has a right to initiate the negotiation with the Client on the change of the instructor.
- 8.3.2.In case of change of the instructor according to Article 8.3.1 of this Agreement, the Provider shall provide the Client with only such an instructor (hereinafter referred to as the **"new instructor"**) who proves the same qualification and at least the number of points of evaluation in each evaluated criteria as was proved within the process of evaluation of the tender by the instructor who is going to be substituted.
- 8.3.3.Corresponding qualification and fulfilment of evaluation criteria of the new instructor shall the Provider prove by the documents/certificates/declarations as required within the tender process.
- 8.3.4.New instructor shall be subject to approval of the Client. Without such approval new instructor shall not provide the services.
- 8.4 In both cases (Art. 8.1.1 and 8.1.2 above) the services shall be provided by the instructor who has a knowledge of English at least at level ICAO 4. The level of knowledge of English shall the Provider on the request of the Client prove by:
- 8.4.1.ATCO licence with a valid language proficiency Endorsement in English issued according to Commission Regulation (EU) 2015/340, or
- 8.4.2.entry from the registry led by the competent aviation authority that issued the rating/endorsement that is confirmed as acceptable by Czech CAA (ÚCL), confirmation produced by Czech CAA (ÚCL) must be provided as well.
- 8.5 The Provider shall be responsible for quality of the services and for general and professional accuracy of provided services in conformance with the particular plan and instructions of the authorized representative of the Client.
- 8.6 The Provider agrees to provide the services in an orderly manner and in accordance with applicable standards and regulations that apply to type of activity. Any damages resulting from violation of these standards and regulations by the Provider shall be borne by the Provider.
- 8.7 The Provider declares that it is insured against liability for damage caused by his activities to other persons.
- 8.8 The Provider shall maintain confidentiality with respect to any third parties of any confidential facts about which the Provider learned in connection with this Agreement, in particular all data and information provided to the Provider by the Client.
- 8.9 The Provider shall comply with the rules of the entry of external entities to the premises and objects of the Client. The obligations of the Provider regarding the entry of external entities to the premises and objects of the Client are specified on the following website

<http://www.rlp.cz/en/company/Pages/Entry.aspx>

9. Contractual penalties

- 9.1 In case the Provider fails to comply to provide the services in the terms according to the order, then the Client is entitled to charge the Provider a penalty in the amount of 50% (fifty percent) of the price of ordered services for first 14 (fourteen) days of the lack of services. Such penalty shall not be applied in case the Provider notifies the Client of its inability to provide the services according to the order at least 7 days before the date when the services were supposed to be provided according to the order. The penalty shall not be applied also in case the Provider provides the Client with the medical confirmation that the Provider (in case the Provider is a natural person) or the instructor (in case the Provider is a legal person) was not able to provide the services due to health incapability.
- 9.2 In case of breach of the rules of entry of external entities according to the Article 8.9 of this Agreement, the Provider shall pay to the Client a contractual penalty of 10.000 CZK for each individual breach.
- 9.3 Contractual penalty shall be paid by the obliged Party independently on the possible damage caused to the other Party. Such indemnity mentioned herewith shall be subject of separate reimbursement.
- 9.4 The detailed statement of contractual penalty claimed by the entitled Party shall be notified to the obliged Party, which shall be entitled to submit its comments (explanation and proof of the force majeure or other reason for liberation) to the entitled Party within thirty (30) days from the receipt of the notification of the statement.
- 9.5 Beyond this thirty (30) day time-limit, the obliged Party will be deemed to have not objected to the contractual penalty and will have to pay it through direct bank transfer exclusively.

10. Communication

10.1 All communications concerning operational aspects of the Agreement shall be addressed to:

10.2 **On the part of the Client:**



10.3 **On the part of the Provider:**



11. Force Majeure

- 11.1 Each Party shall not have any legal liability to the other Party if it cannot perform its obligations under this Agreement for a cause of force majeure i.e. any event that is beyond its reasonable control.
- 11.2 In such a case, the Party, which is prevented from fulfilling its contractual obligations by the force majeure event, shall give notice of the event to the other Party. The contractual obligation of a given Party shall be prolonged for the time of acting of Force Majeure and its consequences.
- 11.3 Performance of this Agreement shall be resumed as soon as practicable after such event has come to an end. If the performance of whole or part of this Agreement is delayed by reason of Force Majeure for a period exceeding three (3) months, either Party may request termination of this Agreement or the affected part thereof. Then the Parties will endeavour to establish by mutual

agreement on the termination of the contractual relationship; failing such an agreement, provisions of Article 14 of this Agreement hereafter shall apply.

12. Duration of the Agreement

- 12.1 This Agreement is concluded for a defined period of forty eight (48) calendar months from entry into force as defined in Article 15.1 of this Agreement or until the total price of the services exceeds the amount set forth in Article 4.1, whichever occurs first.

13. Termination of the Agreement

- 13.1 Either Party shall have the right to terminate this Agreement in whole or in part by operation of law without necessity of to give a ruling in the event that the other Party has failed to fulfill any of its obligations under this Agreement and such failure has lasted for more than thirty (30) days. In such a case, termination shall become effective upon the receipt of the notice by other Party. The notification shall be made by way of a written form.
- 13.2 The Provider shall be entitled to withdraw from this Agreement particularly if the Client is in default of payment of the price for duly provided performance under this Agreement exceeding 30 days despite the Contractor's written notice and provision of an additional time limit of at least 30 days of delivery of the notice to the Client.
- 13.3 Either Party is entitled to terminate this Agreement, even without giving any reason. The one (1) month notice period shall run from the first day of the month following receipt of the written termination of this Agreement to the other Party and shall end on the last day of the calendar month.
- 13.4 Either Party shall have the right to terminate this Agreement in case the other Party is in bankruptcy according to its national law. The legal effects of the termination shall occur on the day of the delivery of the written notice to the other Party.
- 13.5 The Agreement can be terminated by mutual agreement between the Parties.
- 13.6 In case of termination for any reason whatsoever, the Parties will try to establish by mutual agreement a liquidation settlement; failure such an agreement, provisions of article 14 of this Agreement hereinafter shall apply.
- 13.7 Withdrawal from the present Contract shall not affect entitlements to contractual fines and damages under this Contract which occur before any such withdrawal takes effect.

14. Settlement of disputes

- 14.1 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 the Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties agree that a court of the Client 's registered office shall be considered appropriate.
- 14.2 This Agreement is governed by Czech law.

15. Enter into force

- 15.1 This Agreement shall be valid upon the signature by the Client and the Provider and shall enter into force on a day when it is registered in a Registry of Contracts.

16. Miscellaneous

- 16.1 No change or amendment of the Agreement shall be considered effective, unless made in the form of written amendments signed and dated by the representatives of both Parties.
- 16.2 By signing this Agreement, the Provider acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the ICAO Annex 17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Provider shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- 16.3 The Provider acknowledges that Client is obliged to publish this Agreement and associated information and documents related to the performance under this Agreement pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended Public Procurement Act. The Provider further acknowledges that the Client is bound to provide information according to Act. No 106/1999 Coll, on free access to information, as amended, When publishing this Agreement in the register of contracts, in particular the following details shall be made illegible in its text: Provider's bank details, contact details specified in Article 3.6 and 10.3 of this Agreement, Provider's email address in Article 5.3 of this Agreement and signatures on this Agreement.
- 16.4 Personal Data Protection

The Parties 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 Client is available on

<http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>

17. Final provision

- 17.1 Any changes or amendments to the Agreement must be made in writing and signed by both Parties hereto.
- 17.2 Both Parties declare that the individual Articles of this Agreement are sufficient with regards to the requirements for forming a contractual relationship, that the contractual freedom of the Parties has been used and that the Agreement has been concluded in such a way that it is not to the debit of either Party.
- 17.3 Both Parties declare that, regarding their own national regulations, they are fully entitled to sign this Agreement.
- 17.4 If any of the provisions of this Agreement is found, by a competent authority, to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement, while the other provisions of this Agreement shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree upon a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 17.5 Neither Party to this Agreement shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party.
- 17.6 **This Agreement has been signed electronically, only in one electronic copy.**
- 17.7 The Parties' rights and obligations that are not explicitly regulated in the Agreement shall be governed by the applicable legal regulations of the Czech Republic, in particular by the Civil Code.
- 17.8 The following Annex form an integral part of this Agreement:

Annex 1 – Services specification

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Mr. Jan Kias
Director General
Air Navigation Services of the Czech Republic (ANS CR)

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Mr. Guenther Fritz Niemz

Services specification

1. Standard activities

- Conduct theoretical instruction and practical training of learners in the training facilities and simulators, including briefing and debriefing.
- Assess learners on an on-going basis (theoretical knowledge and practical skills).
- Process recommendations for amendments to the syllabus that enhance the quality and effectiveness of training.
- Perform briefings/debriefings for learners.
- Perform briefings for pseudopilots, as well as monitor and evaluate their work.
- Create simulation exercises for training in CANI simulators based on current training requirements and submit them to appropriate Training Supervisors.
- Develop training aids and training documentation and submit them to appropriate Training Supervisors.
- Prepare and update the web-based trainings and submit them to appropriate Training Supervisors.

2. Course manager activities

- Prepare, organize and manage the assigned course in ANSP CR portfolio.
- Participate in the selection and planning of theoretical instructors and practical instructors.
- Create schedules and rosters.
- Be responsible for the preparation, creation, the quality of course documentation and completeness before archiving.
- Ensure that theoretical instruction and practical training are in accordance with the relevant training documentation.
- Teach and instruct in courses provided by ANSP CR.
- Be responsible for the entry of relevant data into the class register and particular assessment forms.