

evidenční číslo smlouvy ŘLP ČR, s.p.:002/2025/PS/048
CR: 002/2025/PS/048

Training Agreement

Contract No. ANS
210/2025/RLPCR




**Air Navigation Services
of the Czech Republic**

TRAINING AGREEMENT

BETWEEN



AND

**AIR NAVIGATION SERVICES OF THE CZECH
REPUBLIC**

THIS AGREEMENT (the "Agreement") is made on the 13th day of **January 2025** between [REDACTED] acting by its authorized representative (hereinafter called the "Client") of the one part and **AIR NAVIGATION SERVICES OF THE CZECH REPUBLIC** of Navigační 787, 252 61 Jeneč, Czech Republic, identification number 49710371, VAT CZ699004742, acting by its authorized representative (hereinafter called the "Service Provider") of the other part:

WHEREAS:

- A. The Client is the statutorily [REDACTED] and
- B. The Service Provider is the state enterprise Air Navigation Services of the Czech Republic.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

Article I.

Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement shall have the following meanings:

- a) "Course" shall mean a training program within the scope defined in Annex 1 hereto;
- b) "Performance" shall mean the Course realization performed in accordance with the conditions of this Agreement;
- c) "Student" shall mean staff of the Client selected for the purpose of attending the Course;
- d) "Instructor" shall mean a qualified professional provided by the Service Provider performing/lecturing the Course up to the required professional standards.

Article II.

Subject of the Agreement

- 1. The Service Provider hereby undertakes to hold for the Client a Course called "Aviation English Refresh".
- 2. The Course duration shall be eight (8) days of Full Training.

3. The total number of Students shall be five (5):
 - i. All Students shall attend the Full Training;
4. The Course schedule shall be as follows:
 - i. Full Training shall be held Groupe (22 January 2025 - 31 January 2025) and
5. The Detailed agenda of the Course shall be as provided in the Course Program (Training Program) as approved by the Client. The Course Program constitutes Annex No. 1.
6. The Service Provider shall provide Qualified Instructor and training materials, necessary for the performance of this Agreement.
7. The Service Provider shall provide appropriate classrooms and aids necessary for the performance of this Agreement.
8. The Service Provider shall provide the Students with Course completion certificates confirming their qualification upon completion of the Course.

Article III.

Venue of Performance

The venue of the Performance shall be the Service Provider facilities: Czech Air Navigation Institute (CANI), K Letišti 934, 161 00 Praha 6 – Ruzyně, The Czech Republic

Article IV.

Price

1. The price of the Performance shall be [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
2. The agreed sum shall include all costs of the Agreement, and all Course materials distributed and used for the performance of this Agreement.
3. The agreed sum shall be binding on both Parties. Any changes in the scope of the Course and the prices shall be made in writing only through a written addendum signed by authorised representatives of both Parties.

Article V.

Terms of payment

1. The agreed price shall be paid after submission of an invoice, after the end of course, in the amount ■■■ issued by the Service Provider upon completion of the Course after submitting final student certificates.
2. The invoice shall be paid within ten (10) calendar days from the day of submission of invoice by the Service Provider and the presentation of the Certificate of Tax Residency And act of receipt for executed Services. The invoice shall be paid in Euro to the below-indicated bank details:

Account NO./Code: 08815280/0300

IBAN: CZ12 0300 1712 8000 0008 8153

BANK: ČSOB SWIFT code: CEKOCZPP

3. The invoice shall be considered paid by the Client on the day the monetary amount is credited to the Service Provider's account.
4. The invoice shall be sent in written form to the address of the Client as stated in this Agreement or via email from the Service Provider's email address: ■■■ to the Client's email address: ■■■ ■

Article VI.

Rights and obligations of the Parties

Client

1. The Client guarantees that the Students have the basic knowledge necessary for the attendance of the Course.

Service Provider

1. The Service Provider undertakes to abide by the Course agenda in the scope specified in Annex No. 1 hereto.
2. The Service Provider undertakes to provide the Students with appropriate training materials.
3. The Service Provider shall only use Qualified Instructors for the Course with established professional qualifications based on required and applicable national and international standards.
4. The Service Provider shall not alter the agreed scope and agenda of the Course, as specified in Annex 1 hereto, without the Client's prior written consent. The Service Provider does not guarantee the degree to which the Course completion will be recognised in individual countries and what scope of the student's qualification will be accepted with regard to individual countries' legislation.

Article VII.

Conventional fines and default interest

1. Should the Service Provider fail to meet the binding deadlines set forth herein, the Service Provider shall pay a conventional fine equalling ten percent (10%) of the agreed sum. Should the Service Provider fail to comply with the agreed agenda of the Course as specified in Annex 1 hereto, the Service Provider shall pay a conventional fine equalling ten percent (10%) of the agreed sum of this Agreement.
2. Should the Client fail to meet its obligation to ensure the presence of Students for the Course in terms of the schedule of the course program, the Client shall pay the Service Provider a conventional fine equalling ten percent (10%) of the agreed sum of this Agreement.
3. Should the Client default in the payment of an invoice, the Client shall pay the Service Provider a default interest equalling 0.05% of the unpaid amount for every new day of default.
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, any such damage may be claimed independently.

Article VIII.

Evaluation of Students and suspension proposal

1. The Service Provider is entitled to give the Client a recommendation that a Student should be dismissed from the Course, if the Instructor finds the Student unfit to perform a qualified activity associated with the Course completion.
2. The Service Provider shall provide a final Student evaluation report upon completion of the Course and provide each Student with a Course completion certificate.

Article IX.

Force Majeure

1. For the purposes of this Agreement, the term Force Majeure applies to earthquakes, storms, 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.
2. Neither of the Parties shall be liable for failure to perform this Agreement due to a Force Majeure event. However, this provision shall only be applicable for the duration of such an event.
3. The Party affected by the Force Majeure event shall furnish evidence of Force Majeure as soon as reasonably possible. The affected Party shall inform the other

Party of the Force Majeure event and shall provide reasonable information for verification thereof.

4. Should a Force Majeure situation/status last more than three months, either of the Parties hereto shall be entitled to withdraw from the Agreement upon providing the other Party with fourteen (14) days written notice and without any further liability for payments or compensation.

Article X.

Confidentiality

The Parties shall consider any disclosed business information confidential. The other Party shall 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 unauthorized disclosure of such information. The obligation to keep all acquired information confidential shall last also after the termination of the contract-based relationship.

Article XI.

Copyright

1. The Service Provider is an authorised holder of copyright to all training materials used within the Performance and provided to the Students. The training materials shall not be further distributed without the Service Provider's prior written consent.
2. All fees relating to the copyright and the ownership or use of trademarks used during the Course are considered included in the agreed price.
3. Should a third party claim any copyright infringement the Party that has infringed such rights shall pay all the costs associated therewith.

Article XII.

Disputes

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 Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic.
2. This Agreement is governed by Czech law.

Article XIII.

Agreement termination

1. Should either 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 notice on the Course cancellation delivered to the other Party not later than fourteen (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) equalling thirty (30%) of the agreed sum of the Agreement.

2. Should one of the Parties materially breach this Agreement during the Performance hereof, the other Party shall be entitled to withdraw from the Agreement as of the date of delivery of a written notice of withdrawal. The non-breaching Party shall be entitled to damages and costs caused by the other Party's breach.

Article XIV.

Final Provisions

1. Any amendments and alterations of the Agreement may only be made in writing, upon agreement of both Parties and signed by authorised representatives of both Parties hereto.
2. All taxes relating to this Agreement shall be borne by each Party on its territory.
3. 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.
4. The Agreement has been made in four original copies in the English language, of which each Party shall receive two copies.
5. The Agreement shall become valid on the date of its signature by both Parties and effective on the day of its announcement in the Register of Contracts and shall remain in force until the fulfilment of obligations under the present Agreement.
6. *Publication.* Client acknowledges that Service Provider is obliged to publish this Agreement pursuant to Act No. 340/2015 Coll., on the Register of Contracts.
7. *Trade Secret.* Trade secret, within the sense of § 504 of the Civil Code, means in connection with this Agreement: Client's identification details, price, Annex 1, Annex 2. For this reason, Client's identification details, price, Annex 1, and Annex 2 will not be published according to Article XIV, paragraph 6 of this Agreement.

Article XV.

Annexes

The following Annexes shall form integral parts of this Agreement:

- i. Annex No. 1 – Course Program
- ii. Annex No. 2 – Student Participation Chart

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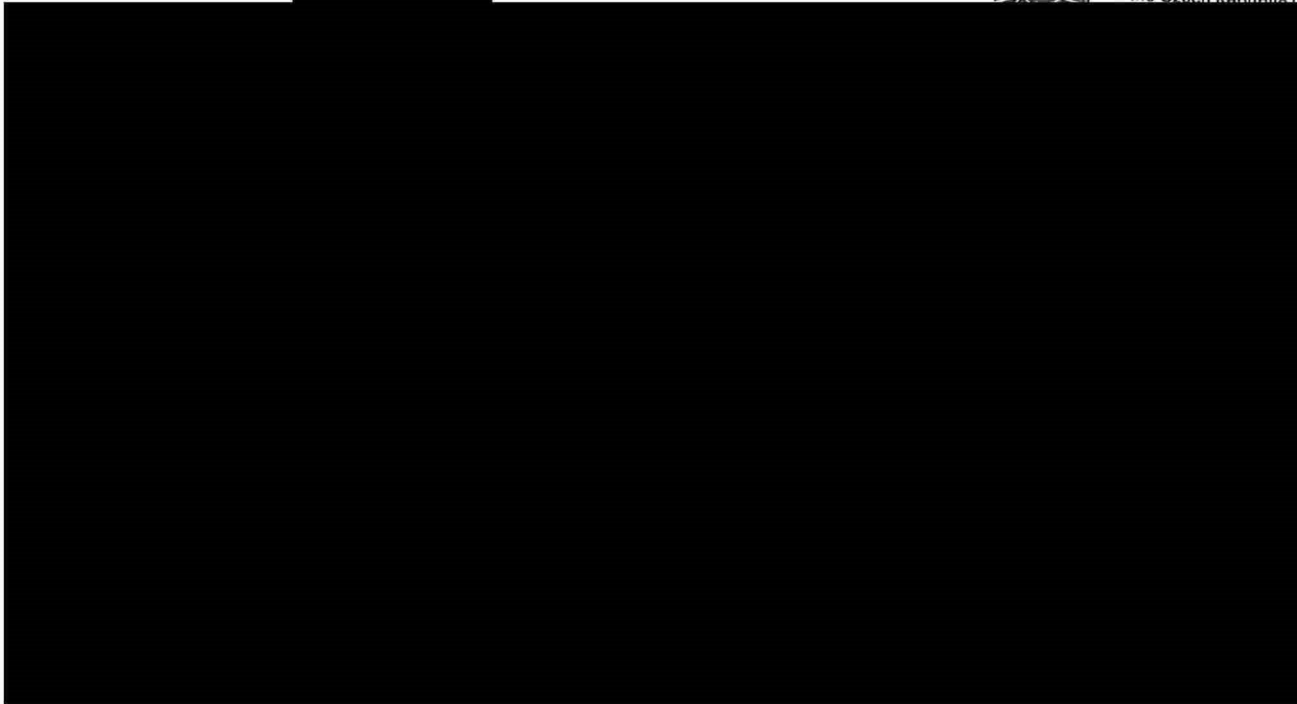
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.



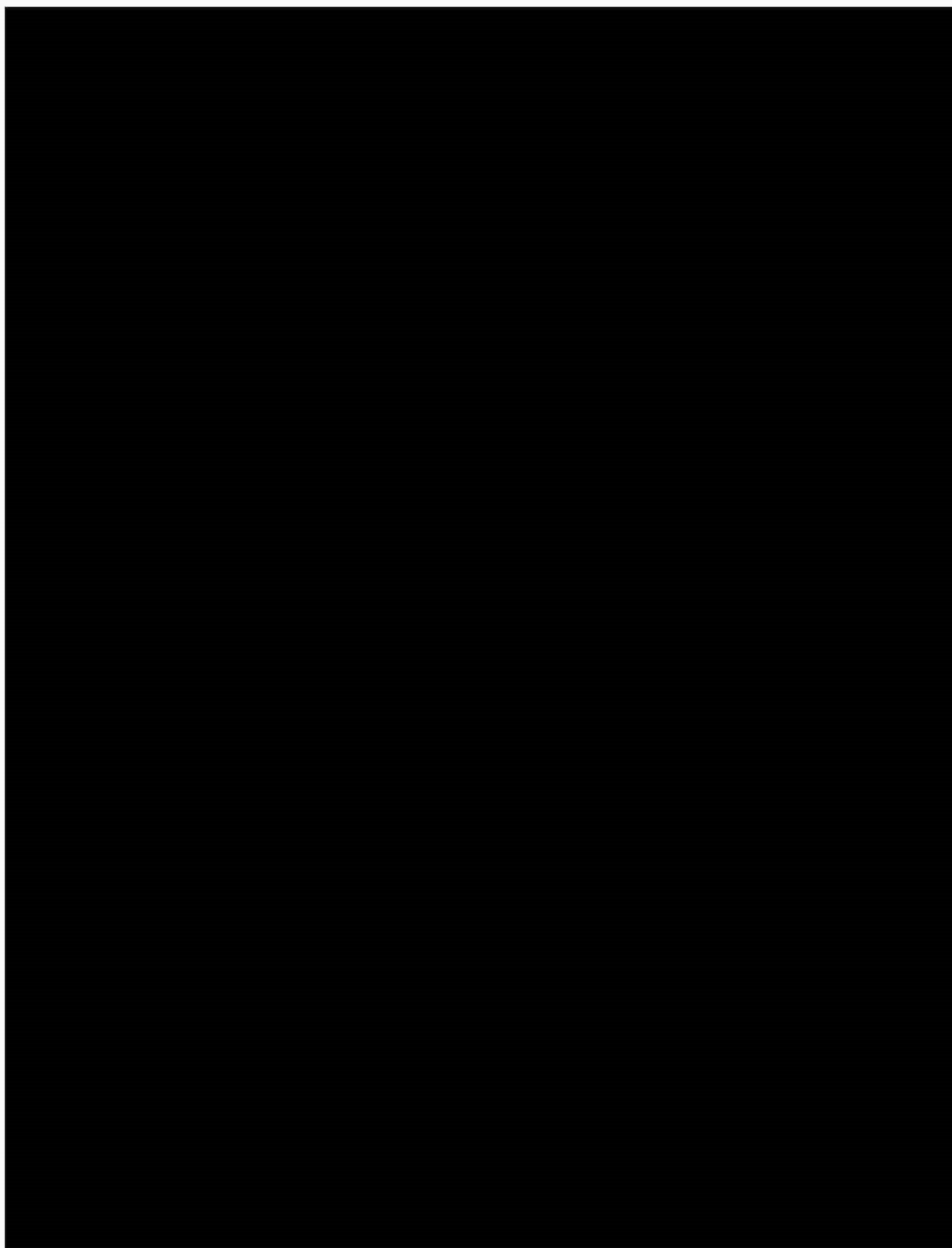
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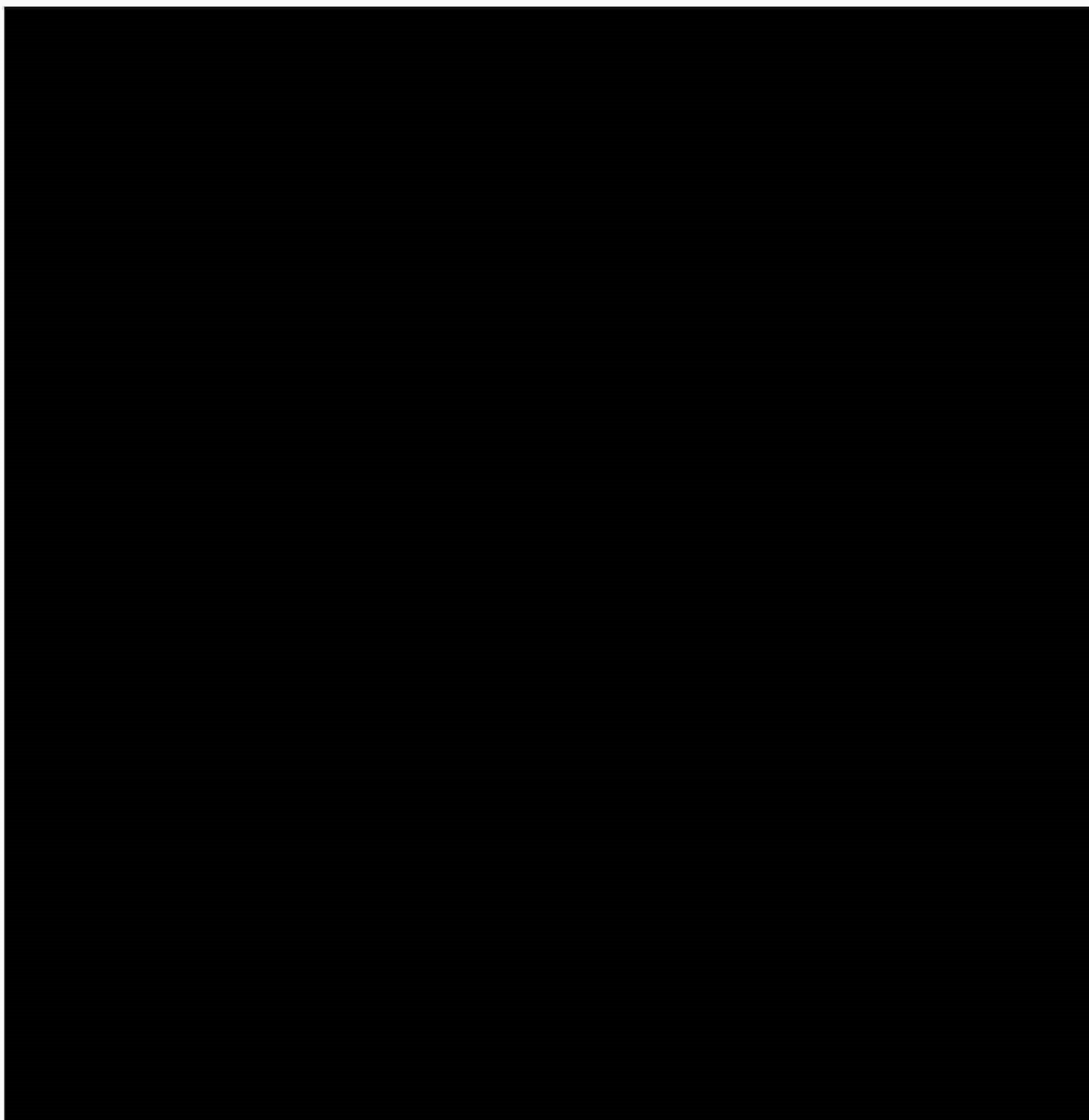
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ANNEX No. 2

