



**Air Navigation Services
of the Czech Republic**

EASA PART-M CONTINUING AIRWORTHINESS AGREEMENT

Contracting Parties:

Air Navigation Services of the Czech Republic, state enterprise

established and operating in compliance with the laws of the Czech Republic,
with its registered office at: Navigační 787, Jeneč, postal code: 252 61, Czech Republic

Reg. No.: 497 10 371, Tax ID No.: CZ699004742

registered in the Commercial Register at the Municipal Court of Prague,

Section A, Insert 10771

represented by: Mr. Radovan Okenka, Executive Director of Finance Unit

Bank: ČSOB Prague 5, Account No.: 8815280/0300.

IBAN: CZ12 0300 1712 8000 0008 8153

(hereinafter referred to as „**ANS CR**“)

and

the approved CAMO

Aerodata AG

established and operating in compliance with the laws of Germany
with its registered office at: Hermann-Blenk-Straße 34-36, Braunschweig, postal code: 38108,
Germany

Reg. No.: HR B 5217, Tax ID No.: DE 114884066

registered in the Commercial Register at the District Court of Braunschweig,

represented by: Neset Tükenmez, Executive Director

Bank: Volksbank BraWo, Account No.: 1234307000

IBAN: DE11 2699 1066 1234 3070 00

(hereinafter referred to as „**CAMO**“)

as of this day have concluded this agreement in compliance with Section 1746 (2) of the Act No.
89/2012 Coll., Civil Code, as amended (hereinafter referred to as the „**Civil Code**“)

(hereinafter referred to as the „**Contract**“).

The Contracting Parties, aware of their obligations under this Contract, and with the intention to be bound by this Contract, have agreed on following text of the Contract:

1. THE PREAMBLE AND DECLARATIONS OF THE PARTIES

1.1 ANS CR declares that:

- 1.1.1 it is a legal entity duly established and existing under Czech law, it complies with all the conditions and requirements set out in this Contract and has the capacity to conclude this Contract and duly perform the obligations contained herein;
- 1.1.2 as owner and operator of the aircraft specified in Article 2.1 of this Contract is supervised by the Civil Aviation Authority of the Czech Republic CAA CZ; and
- 1.1.3 it requires the management of the continuing airworthiness regarding an aircraft of ANS CR; and desires to engage the services of CAMO.
- 1.1.4 it is an Approved Maintenance Organization according to EASA Part-145.

1.2 CAMO declares that:

- 1.2.1 it is a legal entity duly established and existing under German law, it complies with all the conditions and requirements set out in this Contract and has the capacity to conclude this Contract and duly perform the obligations contained herein;
- 1.2.2 it is an approved EASA Continuing Airworthiness Management Organization in compliance with Annex V_c (Part-CAMO) to Commission Regulation EC No 1321/2014 and pursuant to Regulation (EC) No 2018/1139 of the European Parliament and of the Council; and
- 1.2.3 it desires to provide its services in accordance with the terms as per this Contract.

2. SCOPE OF WORK

2.1 The performance under this Contract is related to following aircraft:

- Aircraft Make/Model: Beechcraft B300
Serial No: FL-1108
Registration: OK-ANS
Kind of operation: NCC/SPO
- Aircraft Make/Model: Beechcraft B300
Serial No: FL-1101
Registration: OK-RLP
Kind of operation: NCC/SPO

(hereinafter referred to as the **"Aircraft"**).

2.2 On grounds of this Contract the CAMO shall provide the ANS CR with the management of the continuing airworthiness of the Aircraft, the development, review and amendment of a maintenance program (hereinafter referred to as the **"AMP") that shall be approved by CAA CZ, a competent authority of the member state where the**

- Aircraft is registered, and moreover CAMO shall schedule all due maintenance tasks in time and under due economic considerations as an approved Part-145 organization.
- 2.3 According to the present arrangement, the Contracting Parties below undertake to comply with the respective obligations of this Contract.
- 2.4 ANS CR certifies, to the best of its belief that all the information given to CAMO concerning the continuing airworthiness of the Aircraft is and will be accurate and that the Aircraft will not be altered without prior approval of CAMO.
- 2.5 ANS CR declares to the best of their knowledge that all the information given to the CAMO concerning the continuing airworthiness of the Aircraft is and will continue to be accurate, and that the Aircraft will not be repaired or modified without prior agreement of the CAMO.
- 2.6 In case of any non-conformity with this Contract, by either of the Contracting Parties, the CAMO and ANS CR shall assess if it impacts the continuation of the Contract and shall inform the competent authority(ies) of such organisations. The assessment carried out by the organisations shall consider the safety significance of the non-conformity and if it is of repetitive nature. If either of the Contracting Parties concludes after this assessment that they cannot fulfil their responsibilities due to their own limitations or due to the failures of the signatory, the Contract shall be cancelled and the competent authority(ies) of the organisations shall be informed immediately. In such a case, the ANS CR will retain full responsibility for every task linked to the continuing airworthiness of the Aircraft, and ANS CR will inform the competent authorities of the Member State of registry within 2 weeks about such non-conformity with the Contract. In the case of Contract concluded in accordance with M.A.201(g), the competent authority of the Member State of registry shall be informed immediately.

3. OBLIGATIONS OF CAMO

- 3.1 CAMO under this Contract shall:
- 3.1.1 have the Aircraft type included in its terms of approval;
- 3.1.2 respect the conditions listed below with regard to maintaining the continuing airworthiness of the Aircraft:
- (a) develop an AMP for the Aircraft, including any reliability programme developed, if applicable;
- (b) organise the approval of the AMP;
- (c) once it has been approved, provide the ANS CR with a copy of the AMP;
- (d) provide the periodic reviews and amendment of AMP if necessary;
- (e) establish and order the necessary maintenance to ensure an appropriate bridging with the former Aircraft maintenance programme;
- (f) organise for all maintenance to be carried out by an approved maintenance organisation; upon request of ANS CR it's own maintenance organisation shall be used;
- (g) organise for all applicable ADs, Service Bulletins (SB) and Service Letters (SL) to be applied;

(h) organise for all defects discovered during scheduled maintenance, airworthiness reviews or reported by the ANS CR to be rectified by an approved maintenance organisation;

(i) coordinate the accomplishment of scheduled maintenance, including inspection of components, replacement of life-limited parts and the accomplishment of any applicable AD, SB and SL, and ensure compliance with operational requirements having a continuing airworthiness impact, continuing airworthiness requirements established by the Agency and measures required by the competent authority in immediate reaction to a safety problem;

(j) inform the ANS CR each time the Aircraft is to be brought to an approved maintenance organisation;

(k) manage and archive the Aircraft continuing airworthiness records;

(l) coordinate with the ANS CR on any request to the relevant competent authority for any deviation from the Aircraft maintenance programme;

(m) inform the ANS CR when a new revision of MMEL is issued;

(n) support the ANS CR as regards the aircraft continuing airworthiness when they conduct maintenance check flights.

3.1.3 organise the approval of any modification to the Aircraft in accordance with Annex I to Regulation (EU) No 748/2012 (Part-21) before it is embodied;

3.1.4. organise the approval of any repair to the Aircraft in accordance with Annex I to Regulation (EU) No 748/2012 (Part-21) before it is carried out;

3.1.5. ensure that the airworthiness review of the Aircraft is carried out when necessary, and ensure that the airworthiness review certificate is issued or a recommendation is sent to the competent authority of the Member State of registry;

3.1.6. send within 10 days a copy of any airworthiness review certificate issued or extended to the competent authority of the Member State of registry;

3.1.7. carry out all occurrence reporting mandated by applicable regulations;

4. OBLIGATIONS OF ANS CR

4.1 ANS CR shall:

4.1.1. have a general understanding of the approved AMP;

4.1.2. have a general understanding of Part M;

4.1.3. present the Aircraft to the approved maintenance organisation agreed with the CAMO at the due time designated at the CAMO's request;

4.1.4. not modify the Aircraft without first consulting the CAMO;

4.1.5. inform the CAMO of all maintenance exceptionally carried out without the knowledge and control of the CAMO;

4.1.6. report all defects found during operations to the CAMO;

4.1.7. inform the competent authority of the Member State of registry whenever the present contract is denounced by either party;

- ## 5. MAINTENANCE QUALITY MONITORING

- ## 6. COMPLIANCE MONITORING

- ## 7. PRICE AND REMUNERATION CONDITIONS

- 5

- 7.6 The price shall be paid on the basis of invoices issued by CAMO under this Contract. All invoices are due within the 30 days since their delivery to the ANS CR. The invoice must be sent in written form on the address of the ANS CR as stated in Article 1 of this Contract or via email from CAMO's email address [REDACTED] to ANS CR's email address: fakturace@ans.cz
- 7.7 The invoice shall include at least the identification and registered offices of CAMO and ANS CR, Business ID No./Reg. No., Tax ID No., identification and number of this Contract, description of the performance provided, invoice number, date of issuance and maturity date of invoice, bank account number to which the amount is to be paid, amount invoiced (stating the amount without VAT, with VAT and the VAT separately, if VAT is applicable), and the stamp and signature of the authorized person.
- 7.8 If an invoice does not contain the stipulated data or if the required data is not correctly stated therein, ANS CR is entitled to return it to CAMO, period of invoice maturity shall begin to run upon the delivery of the reviewed invoice to ANS CR within the 30 days following its delivery to ANS CR, while giving notification of the missing particulars or incorrect data. In such an event, a new period of invoice maturity shall begin to run upon the delivery of the corrected invoice to ANS CR.
- 7.9 All sums are to be paid by bank transfer to the bank account of CAMO. A sum is considered to be paid on day it has been sent to the recipient's account, as stated on the relevant document.
- 7.10 The invoice for the payment of the price shall be issued by CAMO within 7 days since the particular moment CAMO is entitled to issue the invoice.

8. INFORMATION PROTECTION

- 8.1 The Contracting Parties are obliged not to disclose any information of the other Contracting Party disclosure of which may cause any material or immaterial harm to this Contracting Party and information according to Article 8.4 of this Contract (hereinafter referred to as the "**Confidential information**").
- 8.2 Disclosure of Confidential information shall not be provision with such an information of:
- 8.2.1 employees of particular Contracting Party or persons of similar status;
 - 8.2.2 representatives of Contracting Parties, statutory bodies of Contracting Parties and their members;
 - 8.2.3 external suppliers of goods or services related to the performance of this Contract on the side of ANS CR.
- to the extent the information provided to these persons is essential for performance of their tasks related to this Contract.
- 8.3 The CAMO and the ANS CR 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 ANS CR is available on <https://www.ans.cz/categorysb?CatCode=A6>

- 8.4 CAMO acknowledges that it is not authorized to disclose 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 Aviation Regulation Annex 17 of ICAO) 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, CAMO shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

9. DAMAGES

- 9.1 The Contracting Parties are obliged to provide the other Contracting Party with compensation of damage in accordance with applicable law, in particular the Civil Code.
- 9.2 Each Contracting Party shall be relieved from its obligation to compensate a damage if such Contracting Party cannot perform its obligations temporarily or permanently due to any extraordinary unpredictable and insurmountable obstacle that is beyond its reasonable control in the sense of Section 2913 (2) of the Civil Code, i.e. event of force majeure.
- 9.3 In such a case, the Contracting Party, which is prevented from fulfilling its contractual obligations by such an obstacle, shall give notice of the obstacle without undue delay. Otherwise such Contracting Party is not entitled to claim the occurrence of such an obstacle. The relevant time schedule will be then extended by the number of days necessary to overcome the causes of the delay. The Contracting Party shall not be relieved from its obligation to compensate a damage if such an obstacle occurs after the Contracting Party is in delay with fulfilling its obligations.
- 9.4 The Contracting Parties are obliged to undertake every effort to avoid and overcome circumstances relieving from the obligation to compensate a damage.
- 9.5 The performance hereunder shall be resumed as soon as practicable after such an obstacle has ended.

10. FORCE AND EFFECT OF THE CONTRACT

- 10.1 This Contract shall be valid upon signature by the ANS CR and the CAMO and shall become effective on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended.
- 10.2 This Contract is concluded for a period of 2 years starting from its entry into effect.
- 10.3 The Contract may be terminated by either Contracting Party without reason, in such a case this Contract shall be terminated 3 months after notice of termination in writing to the other Contracting Party.

- 10.4 Either Contracting Party may terminate the Contract upon 10 days' written notice to the other Contracting Party in the event that:
- 10.4.1 ownership of the Aircraft is transferred by ANS CR;
 - 10.4.2 the Aircraft is lost or damaged beyond repair;
 - 10.4.3 the other Contracting Party shall be in breach of any of its representations or obligations set forth in the Contract and such breach, if capable of remedy, shall have continued for a period of 10 business days after notice to the other Contracting Party requiring such breach to be remedied; or
 - 10.4.4 the other Contracting Party becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of insolvency or bankruptcy or if a petition in insolvency or bankruptcy or for its reorganisation or the readjustment of its indebtedness be filed by or against it.
- 10.5 The provisions concerning the protection of information, rights of use, applicable law and the disputes resolution as well as other provisions and entitlements whose nature is such that they should endure even after the termination of the effect of this Contract, survive the expiration of this Contract.

11. APPLICABLE LAW AND DISPUTES RESOLUTION

- 11.1 This Contract and all rights and obligations arising on the basis of the Contract and in connection with it are governed by the laws of the Czech Republic.
- 11.2 The Contracting Parties undertake to make every effort to eliminate any disputes arising on the basis of this Contract or in connection with this Contract, and to resolve them, first of all, through negotiations between authorised persons or representatives of Contracting Parties.
- 11.3 All disputes arising from this Contract or in connection with this Contract shall be decided by competent Czech court. The Contracting Parties hereby agree that a court of ANS CR's registered office shall be considered appropriate in relation to the local jurisdiction.

12. COMMUNICATION

- 12.1 All notices and other communications to be given hereunder shall be made in writing and shall be delivered by courier, registered mail, or by e-mail to the following addresses:

If to ANS CR, at:

Address: Navigační 787,

postal code: 252 61

City: Jeneč

State: Czech Republic



If to CAMO, at:

Address: Hermann-Blenk-Straße

34-36, postal code: 38108

City: Braunschweig

State: Germany

Tel:

E-mail:



- 12.2 The contact persons as stated above may provide the other Party with the list of further contact persons or its amendment. A list of designated contacts shall be sent by electronic (digital) means, such as an e-mail message, where attachments shall be converted to pdf format and signed by a recognized electronic signature according to Act No. 297/2016 Coll., on services creating confidence in electronic transactions, as amended, or the data box or by paper-based mail via a postal license holder.

13. FINAL PROVISIONS

- 13.1 This Contract constitutes a complete agreement between the Contracting Parties on the subject matter of this Contract. This Contract can only be changed by means of a written agreement between the Contracting Parties in the form of numbered amendments to this Contract, signed on behalf of each Contracting Party by a person or persons authorized to represent the Contracting Party.
- 13.2 CAMO acknowledges that the ANS CR is obliged to publish this Contract pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended and Public Procurement Act. CAMO also acknowledges that ANS CR is obliged to provide information pursuant to the Act No. 106/1999 Coll., on Free Access to Information, as amended.
- 13.3 Trade secret.
- Trade secret, within the sense of § 504 of the Civil Code, means price stated in Article 7.2 of this Contract so this information will neither be published nor provided according to Article 13.2 of this Contract.
- 13.4 If any of the provisions of this Contract turn out to be invalid or unenforceable, or becomes invalid or unenforceable after the execution of this Contract, then this fact shall not cause the invalidity or unenforceability of other provisions of this Contract. The Contracting Parties shall, without undue delay and upon request of the other Contracting Party, replace such an invalid or not enforceable provision with a valid and enforceable provision the contents of which shall be as close as possible to the purpose of the invalid or unenforceable provision. This applies accordingly in case the invalidity or enforceability affects a major part of this Contract or the Contract as a whole.
- 13.5 All rights and obligations ensuing from this Contract shall pass on to the legal successors of the Contracting Parties, provided that this is not precluded by the nature of such rights and obligations.
- 13.6 This Contract shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Contracting Parties.
- 13.7 **This Contract has been signed electronically, only in one electronic copy.**

**In witness whereof the duly authorised representatives of the Contracting Parties have set their
signatures to this Contract on the date mentioned here below.**



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**Air Navigation Services of the Czech Republic,
state enterprise**

Mr. Radovan Okenka
Executive Director of Finance Unit



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Aerodata AG, 13.01.2025

msc. Andreas Klußmann

