



Air Navigation Services of the Czech Republic

FRAMEWORK AGREEMENT

“Provision of Air Traffic Management (ATM) Training for ANS CR”

concluded pursuant to Section 1746 par. 2 of the Civil Code 89/2012 Coll., as amended

(hereinafter referred to as the “**Civil Code**”)

(hereinafter referred to as the “**Agreement**”)

1. Contractual Parties

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise existing and organized under the laws of the Czech Republic,

having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,

Identification Number: 49710371

Tax Identification Number: CZ 699004742

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

Represented by: Mr. Jan Klas, director general

Name of a Bank: KB, a.s. Prague 1

Bank account in CZK: 1162200106/0100

IBAN: CZ45 0100 0000 0011 6220 0106

(hereinafter referred to as “**Client**”)

and

Innovación y Gestión en Navegación Aérea SL (Ingenav)

Registered address: **Avenida del Partenon 10, ES28042, Madrid, Spain**

Identification Number: **B 86138989**

TAX Identification Number: **ES B 86138989**

Represented by: **Maximilian Bezzina CEO and Company Administrator**

Name of a Bank: **BANCO SANTANDER, S.A.**

Bank account: **ES6100496190002016195426**

IBAN: **ES6100496190002016195426**

(hereinafter referred to as “**Provider**”)

The Client and the Provider hereinafter individually or collectively referred to as a “**Party**” or the “**Parties**”

2. Subject of the Agreement

- 2.1 The subject of this Agreement is to provide Air Traffic Management (ATM) training services and related services for Client (hereinafter referred to as “**services**”).
- 2.2 The services shall be provided by the Provider via persons holding at least one of the Air Traffic Control Officer (ATCO) licenses in compliance with Commission Regulation (EU) 2015/340 with required ratings, specifically: Aerodrome Control (ADC) license, Approach Control Procedural Rating (APP) license, Approach Control Surveillance Rating (APS) license, Area Control Procedural (ACP) license, Area Control Surveillance Rating (ACS) license or Aerodrome Control Surveillance (SUR) (hereinafter referred to as “**instructors**”). All instructors involved in the provision of services must have qualification On-the-Job Training Instructor (OJTI) and/or Synthetic Training Device Instructor (STDI).
- 2.3 The services may include, but are not limited to, both theoretical and practical training, the assessment of trainees' competencies, and the conducting of briefings and debriefings. Furthermore, the services include the development and preparation of high-quality training materials to support the learning process (including presentations, comprehensive handouts, case studies, and scenario-based training modules), as well as the creation of practical simulation exercises for training in CANI simulators and other services related to the organization of the course (such as the preparation of documentation or the writing of reports). The specific requirements regarding services will be set out in an order issued by the Client in accordance with Article 3 of this Agreement.
- 2.4 Further specification of the services:
- The Provider shall be responsible for the quality of the services performed, ensuring both general and professional accuracy (including authorization to deliver the services), and shall complete the services in accordance with orders provided by the Client's authorized representative. The Provider must ensure that instructors involved in the provision of specific services have the required certification to provide them.
 - Due to the nature of the services and to ensure safety, the Client may require that instructors who will be involved in the provision of the services become familiar with the simulator, its configuration, the exercises, and relevant personnel (such as simulation pilots).
 - Services will usually be provided from Monday to Friday between 7 a.m. and 10 p.m. In exceptional cases, the services may be provided outside these hours or on weekends. The Provider is therefore expected to ensure quality and completeness of the services for the entire period of service provision without any additional charges. The Provider is responsible for the completion of the services, including necessary debriefing or reporting. Services will not be provided on official Czech holidays, unless otherwise mutually agreed.
- 2.5 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. There is no guaranteed minimum volume of services, and Client is not obligated to procure any services under this Agreement. The Provider will have no claim for compensation or indemnity in the event that no order is placed.
- 3.2 The Parties acknowledge that an agreement in a similar wording has been concluded with 2 other service providers on the basis of a public contract. Therefore, once a specific need for services is identified, Client will first approach the provider ranked highest under the public contract with the order (see Annex 4 of this Agreement), if that provider has the appropriate qualifications for

providing all services specified in the order. The order shall include at least the required quality of services (e.g. qualification), timeframe, number of training days, scope of the services and place of service provision. The Client is entitled to order full training days or individual training sessions (parts of training days), as needed.

- 3.3 Such order will be submitted at least one month prior to the course commencement date.
- 3.4 The provider ranked first will have five (5) working days to:
 - 3.4.1 confirm that no conflict of interest exists, whether legal or ethical, that would prevent the execution of the order; and
 - 3.4.2 confirm that they can provide the service in the required quality, timeframe and scope.

If the first provider is unable, in whole or in part, to execute the order, or fails to confirm the ability to provide services within the five (5) working day period, the Client will approach the provider ranked second. From that point, the first provider is no longer entitled to offer his services with regards to that specific order.

This process will continue until all providers with relevant qualifications have been approached.

- 3.5 The list of providers selected under the public contract for the conclusion of the Agreement and their ranking in the public contract is attached as Annex 4 to this Agreement. In the event of any change affecting the content of Annex 4, the Client may unilaterally update this Annex. The Client shall inform the Provider of this update in writing without undue delay.
- 3.6 The order shall be created in the Dynamics system and approved by authorized persons mentioned in Article 3.8 of this Agreement. The order may subsequently be sent in writing via e-mail by other persons acting on behalf of the Client using an @ans domain e-mail address.
- 3.7 The order will be confirmed in writing via e-mail.
- 3.8 After the mutual agreement of the Parties, the order shall be signed by the Parties' authorized persons. The authorized persons who are entitled to sign order are as follows:

On the side of the Client:

Executive Director of Financial Unit, or

Head of CANI

On the side of the Provider:

4. Price

- 4.1 The total maximum price of services provided based on the agreements concluded under the public contract is CZK 320.000.000, excluding VAT, including all charges and all other expenses relating to the performance thereof.
- 4.2 The Client and the Provider have agreed that the price of services provided under this Agreement is █████ █████ for one training day (8 man-hours).

(hereinafter referred to as “**price**”).
- 4.3 The above daily rates are set as fixed and unchanging throughout the duration of this Agreement (regardless of the time and day on which the services are provided). The prices are expressed excluding VAT, including all taxes, duties and charges. VAT shall be applied in accordance with

the VAT Act and Directive 2006/112/ES. In the event the Client is required in accordance with the Act No. 586/1992 Coll., on Income Tax, as amended, or with the applicable treaty for the avoidance of double taxation to withhold or deduct taxes upon payment of the contractual price, the Provider will receive the payment after such deduction.

- 4.4 The daily rate includes all fees and any other costs related to the performance under this Agreement.
- 4.5 Should the order include only part of the training day, the price will be calculated proportionally based on the number of ordered man-hours.
- 4.6 Any change of the price has to be performed by a written amendment concluded by both Parties in compliance with the Public Procurement Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the **"Public Procurement Act"**).

5. Acceptance procedure

- 5.1 All results of the services provided will be accepted by the Client on the basis of the acceptance procedure. The acceptance procedure includes verification that the services provided have led to the result that the Parties have agreed to in this Agreement and the order.
- 5.2 In order to verify the quality of the provision of the services, the Client may carry out an inspection during the performance of the services to ensure that all obligations under this Agreement are being properly fulfilled. If the Client has an objection to the quality of the services provided, the Client is entitled to raise it with the Provider at any time during the provision of services and the Provider is obliged to respond to these objections within 24 hours and agree with the Client on a possible remedy. Such remedy may include, in particular, replacement of the instructor involved in the provision of the services, as referred to in Article 9.4 of this Agreement. If no agreement on the remedy is reached, the Client may, in justified cases, determine the appropriate remedies measure at its own discretion.
- 5.3 The results of the services will be accepted by way of confirmation of the report of provided services, which will include at minimum, (i) a description of the services provided and (ii) the scope of the services provided. The template report of provided services constitutes Annex No. 1 to this Agreement. The Provider shall attach as the Annex of the report of provided services all documentation that has been created as part of the provision of services.
- 5.4 The Provider shall submit to the Client the report of provided services for each month in which the Provider provided the services to the Client, no later than on the last day of the relevant calendar month.
- 5.5 The Client shall confirm the report of provided services or raise its reasoned comments on it within 5 (5) working days after its submission. The confirmation should be in the form of a separate document, a template of which is attached as Annex 2 to this Agreement. If the Client has doubts about the scope of the services provided, it may at the same time request the Provider to provide the detailed breakdown of the services provided.
- 5.6 If the Client raises reasonable objections, the Provider undertakes to take these into account and remedy them without undue delay. The Client is entitled to raise objections repeatedly. The Client may not unreasonably withhold confirmation of the report of provided services.

6. Payment Terms

- 6.1 The payment to the Provider under this Agreement shall be made in CZK in favor of the Provider and to its account, opened in the bank as stated in Article 1 of this Agreement.
- 6.2 Payment for services provided according to Article 2 of this Agreement shall be paid on the basis of an invoice issued by the Provider after the completion of the acceptance procedure. The final

confirmation of the report of provided services according to Article 5 of this Agreement shall be attached to the invoice.

- 6.3 Each invoice, marked with the Client agreement number which is located in the heading 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:

Provider: [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 of receipt by the Client.

- 6.4 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 they will be returned to the Provider. Each invoice shall be issued in CZK currency.
- 6.5 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 affix a new due date.
- 6.6 The Client is not responsible for any Provider's obligations to the tax offices of the Czech Republic.
- 6.7 The Parties agree that in the case of payments made between banks located in different countries, such payments shall be made by SEPA payment or (if execution by SEPA payment is not possible) the payment of bank charges for international payments shall be split SHA, i.e. each Party shall bear the bank charges of its own bank.
- 6.8 The tax domicile of the Provider is Spain.

7. Place of service provision

- 7.1 Service will be provided in the building of the ANS CR Training Centre, K Letišti 934/2, Prague 6, 160 08, Václav Havel Airport Prague, Czech Republic or other premises in the Czech Republic specified in the order.

8. Obligations of the Client

- 8.1 The Client shall provide all cooperation necessary for the due performance of the Agreement by the Provider. The Client shall provide facilities for the provision of services and simulators.
- 8.2 In the case of default of provision of cooperation by the Client 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.

9. Obligations of the Provider

- 9.1 The Provider shall be responsible for the quality of the services and for general and professional accuracy of the provided services in conformance with the order.
- 9.2 The Provider agrees to provide the services in an orderly manner and in accordance with the applicable standards and regulations that apply to the relevant type of activity. Any damages resulting from violation of these standards and regulations by the Provider shall be borne by the Provider.
- 9.3 The services will be provided in English. The services shall be provided by the instructor who possess English language proficiency in accordance with Commission Regulation (EU) 2015/340 or ICAO Annex 1.

- 9.4 The Provider undertakes to allocate for the fulfilment of this Agreement the instructors who have sufficient qualification. In the event of multi-day courses, the Provider undertakes not to change the instructor during the course without valid reasons. Any additional instructor changes or additions during the course must be discussed and approved in writing in advance by the Client. The Client shall not unreasonably withhold its approval of a change of instructor or the involvement of a new instructor. In the event that the Client assesses that the services are not being provided at an adequate quality, the Client may require the Provider to arrange for a remedy or replacement of the instructor, who is involved in the provision of services, in accordance with the procedure set out in Article 5.2 of this Agreement.
- 9.5 The Provider is obliged to comply with the relevant legal regulations, in particular labour law, immigration law etc.
- 9.6 The Provider declares that it is insured against liability for damage caused by his activities to other persons.
- 9.7 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.
- 9.8 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 <https://www.ans.cz/categorysb?CatCode=A8>.

10. Contractual penalties

- 10.1 In case the Provider fails to supply the services in accordance with the order or this Agreement, Client shall be entitled to claim the payment of a contractual penalty amounting to 300 % of the price for each day.
- 10.2 Identification of breach
The Client will evaluate whether all obligations of the Provider are met. In the event that the Provider fails to commence providing services based on the order, or commence providing services only partially, the Client may immediately demand a contractual penalty, as specified in Article 10.1 of this Agreement. In other cases of non-compliance with the order or this Agreement, the Client shall notify the Provider in writing, specifying the nature of the breach. If the Provider fails to remedy the breach within forty-eight (48) hours of receiving such notice, the Client shall be entitled to charge a contractual penalty in accordance with Article 10.1 of this Agreement.
- 10.3 In case of breach of the rules of entry of external entities according to the Article 9.8 of this Agreement, the Provider shall pay to the Client a contractual penalty of 10.000 CZK for each individual breach.
- 10.4 If the Provider as a Processor (or Sub-Processor) fails to destruct the Personal Data or copies thereof in conformity with the conditions specified in Annex 5 of this Agreement, the Client shall be entitled to claim the payment of a contractual penalty amounting to CZK 10.000 for each individual Personal Data Subject whose Personal Data were not deleted, and namely for each day of delay (even repeatedly).
- 10.5 In exceptional cases where the Provider demonstrates that the breach was caused by misunderstanding or is of lower intensity, Client may waive or reduce the penalty. Such decisions are at the sole discretion of Client and must be documented in writing.
- 10.6 The Provider's obligation to pay penalties does not absolve them of its responsibility to fulfil the original contractual obligations.
- 10.7 Contractual penalties shall be due and payable within thirty (30) days from the date on which a demand for their payment issued by the entitled Party is delivered to the liable Party.

10.8 The Parties agree that the provisions on contractual penalties shall be without prejudice to the right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates, and that the right to compensation for damages may be claimed independently of the contractual penalty and in full.

11. Communication

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

11.2 On the part of the Client:

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

11.3 ■ ■ ■ ■ ■

[REDACTED]
[REDACTED]
[REDACTED]

12. Force Majeure

12.1 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.

12.2 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.

12.3 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 15 of this Agreement hereafter shall apply.

13. Duration of the Agreement

13.1 This Agreement is concluded for a defined period of forty eight (48) calendar months from entry into force as defined in Article 17.6 of this Agreement or until the total price of the services reaches the amount set forth in Article 4.1 of this Agreement, whichever occurs first.

14. Termination of the Agreement

14.1 The Client is entitled to withdraw from the Agreement in case the substantial breach of Provider's obligation, especially when:

14.1.1. The Provider fails to start providing its services in the time specified in the agreed order or starts providing them only partially within that time.

14.1.2. the Provider breaches GDPR rules.

14.2 The Client is also entitled to withdraw from the Agreement when the Provider has failed to fulfill any other of its obligations under this Agreement or order and such failure has lasted for more

than thirty (30) days. Prior to the withdrawal from the Agreement, the Client shall deliver to the Provider a written notice specifying the nature of the breach and granting a reasonable period of time to remedy such breach. If the Provider fails to remedy the breach within the period specified in the notice, the Client may withdraw from the Agreement.

- 14.3 The legal effects of the withdrawal shall occur on the day of the delivery of the written notice to the other Party, unless otherwise stated in the notice.
- 14.4 Either Party shall have the right to withdraw from this Agreement in case the other Party is in bankruptcy according to its national law. Either Party shall have the right to withdraw from this Agreement in case of a material breach of Agreement or order, within the meaning of § 2002 of the Civil Code. The legal effects of the withdrawal shall occur on the day of the delivery of the written notice to the other Party, unless otherwise stated in the notice.
- 14.5 The Agreement can be terminated by mutual agreement between the Parties.
- 14.6 For the avoidance of doubt, the Parties acknowledge that the withdrawal from of this Agreement shall also result in the withdrawal from all orders placed under this Agreement. In case of withdrawal, the Parties will try to establish by mutual agreement a liquidation settlement; failure of such an agreement, provisions of Article 15 of this Agreement hereinafter shall apply.
- 14.7 Withdrawal from this Agreement shall not affect entitlements to contractual fines and damages under this Agreement which occurred before any such withdrawal takes effect.

15. Settlement of disputes

- 15.1 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.
- 15.2 This Agreement is governed by Czech law.

16. Miscellaneous

- 16.1 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.
- 16.2 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 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. 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.
- 16.3 Trade secret, within the sense of § 504 of the Civil Code, means daily rate in Article 4.2 of this Agreement. Notwithstanding the preceding sentence, the Client shall be entitled to notify the price referred to in Article 4.2 of this Agreement to all participants of the award procedure by sending a notice of the selection of the economic operator.
- 16.4 Personal Data Protection

Considering that personal data are processed within the scope of this Agreement and due to the fact that 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, is applicable as from 25th May 2018, the Parties declare that GDPR Regulation shall be observed when processing personal data on the basis of this Agreement. The requirements of GDPR regulation (i.e. information regarding the processing of personal data by the processor, as stated in Article 28 paragraph 3 of GDPR Regulation, and alternatively equivalent requirements of other legal acts on personal data protection) are implemented into this Agreement in the form of Annex 5 of this Agreement.

Contact details of Data Protection Officer/Person Responsible for Personal Data Protection shall be notified to the other Party by the following contact persons:

On the part of the Client:

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The contact persons as stated above may provide the other Party with the list of further contact persons or any amendments thereto. Such list or amendment must be explicitly included as an attachment to an e-mail message. The attachment shall be in 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 (the "**Electronic Signature**"). Alternatively, the list may be sent via the data box or by paper-based mail via a postal licence holder as registered letter with the confirmation of delivery.

17. Final provision

- 17.1 Any changes or amendments to the Agreement must be made in writing and signed by both Parties hereto, except for Annex 4 of this Agreement. Amendments to Annex 4 of this Agreement may be made by unilateral notice sent by the Client to the Provider and will be effective upon delivery of such notice to the Provider.
- 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 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.

17.7 This Agreement has been signed electronically, only in one electronic copy.

17.8 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.

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

Annex 1 – Template Report of provided services

Annex 2 – Confirmation of the report of provided services

Annex 3 – Licensed areas of training (ratings)

Annex 4 – List of providers and their rating in public contract

Annex 5 – Protection of Personal Data



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Mr. Jan Klas
director general
Air Navigation Services of the Czech Republic (ANS CR)



Mr. Maximilian Bezzina
Chief Executive Officer
Innovación y Gestión en Navegación Aérea (Ingenav)

Annex No. 1
Template Report of provided services

pursuant to Framework agreement dated [xxx] and Order No. [xxx] dated [xxx]

concluded between the companies:

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise existing and organized under the laws of the Czech Republic, having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic, Identification Number: 49710371
Tax Identification Number: CZ 699004742
Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,
Represented by: XX, XXX

[xxx]

Registered address: [xxx] or having its registered office at: [xxx]

Identification Number: [xxx]

Tax Identification Number: [xxx]

Represented by: [xxx]

for the period: [xxx]

Provided services	Days of trainings (services)	Price
[xxx]	[xxx]	[xxx]

Provider: [xxx]

Name, Surname, Position: [xxx]

Date: [xxx]

Signature:

Annex: Documentation

Annex No. 2
Confirmation of the report of provided services

Air Navigation Services of the Czech Republic (ANS CR)

A state enterprise existing and organized under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Identification Number: 49710371
Tax Identification Number: CZ 699004742
Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,
Represented by: XXX, XXX

(hereinafter referred to as the "Client")

hereby confirms that the services described in the Report of provided services submitted by the Provider [xxx], registered address: [xxx] or having its registered office at: [xxx], identification Number: [xxx], TAX Identification Number: [xxx], represented by: [xxx] for the period from [start date] to [end date], were provided in accordance with the Agreement and the order No. [xxx].

OR

hereby confirms that it has received the Report of provided services submitted by the Provider [xxx], registered address: [xxx] or having its registered office at: [xxx], identification Number: [xxx], TAX Identification Number: [xxx], represented by: [xxx] (hereinafter referred to as the "Provider") for the period from [start date] to [end date].

However, during the acceptance procedure, the Client identified the following discrepancies regarding the quality and/or scope of the services provided:

[xxx].

The Client requests the Provider to provide the detailed breakdown of the services provided./ The Client requests the Provider to take the above-mentioned comments into account and remedy them with accordance with the Framework agreement.

Provider: [xxx]

Name, Surname, Position: [xxx]

Date: [xxx]

Signature:

Annex No. 3
Licensed areas of training (ratings)

Provider:	Innovación y Gestión en Navegación Aérea (Ingenav)
Registered address:	Avenida del Partenon 10, 28042, Madrid, Spain
Identification number	ES B 86138989

Requirement	Does the Provider meet the requirement via instructors? [YES/NO]
Air Traffic Control Officer (ATCO) License with active Aerodrome Control (ADC) Rating	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	
Air Traffic Control Officer (ATCO) License with active Approach Control Procedural (APP) Rating	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	
Air Traffic Control Officer (ATCO) License with active Approach Control Surveillance (APS) Rating	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	
Air Traffic Control Officer (ATCO) License with active Area Control Procedural (ACP) Rating	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	
Air Traffic Control Officer (ATCO) License with active Area Control Surveillance (ACS) Rating	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	
Air Traffic Control Officer (ATCO) License with active Aerodrome Control Surveillance (SUR) Endorsement	YES
On-the-Job Training Instructor (OJTI) license or/and Synthetic Training Device Instructor (STDI) license	

Annex No. 4
List of providers and their ranking in public contract

Provider	Ranking	Licenced areas of training (ratings)
Growatco Oy, Linnoitustie 6, 02600 Espoo, Finland, FI34080889	1	<ul style="list-style-type: none"> - Aerodrome Control (ADC), - Approach Control Procedural Rating (APP), - Approach Control Surveillance Rating (APS), - Area Control Procedural (ACP), - Area Control Surveillance Rating (ACS), - Aerodrome Control Surveillance (SUR).
ATC Recuriting and Consulting s.r.o. Rybná 716/24, Staré Město, 110 00 Praha1, 225 87 683	2	<ul style="list-style-type: none"> - Aerodrome Control (ADC), - Approach Control Procedural Rating (APP), - Approach Control Surveillance Rating (APS), - Area Control Procedural (ACP), - Area Control Surveillance Rating (ACS), - Aerodrome Control Surveillance (SUR).
Innovación y Gestión en Navegación Aérea SL (Ingenav) Avenida del Partenon 10, ES28042, Madrid, Spain B 86138989	3	<ul style="list-style-type: none"> - Aerodrome Control (ADC), - Approach Control Procedural Rating (APP), - Approach Control Surveillance Rating (APS), - Area Control Procedural (ACP), - Area Control Surveillance Rating (ACS), - Aerodrome Control Surveillance (SUR).

**Annex No. 5 to the Framework Agreement on Provision of Air Traffic Management (ATM)
Training for ANS CR No. 105/2025/PS/040 (hereinafter referred to as the "Agreement")**

Protection of Personal Data

"Ensuring Protection of Personal Data pursuant to the Regulation of the European Parliament and Council (EU) 2016/679 of 27th April 2016 on protection of natural persons in association with the personal data processing and on free movement of such data and on cancellation of the Directive 95/46/ES (General Data Protection Regulation); (hereinafter referred to as the "GDPR")"

1. Definition of Terms

- 1.1 **"Personal Data"** shall mean for the purposes of this Annex and within the meaning of the GDPR, any and all information on an identified or identifiable natural person (hereinafter the **"Data Subject"**); an identifiable natural person shall mean a natural person who may be directly or indirectly identified, in particular with reference to a certain identified, such as name, identification number, location data, network identifier or to one or more special elements of physical, physiological, genetic, mental, economic, cultural and/or social identity of such a natural person.
- 1.2 **"Processing"** shall mean for the purposes of this Annex and within the meaning of the GDPR any operation or a set of operations with personal data or sets of personal data which is made with the use of automated procedures or without the use of automated procedures, such as collecting, recording, organizing, structuring, storage, adaptation or alteration, retrieving, consulting, use, disclosure by transmitting, dissemination and/or any other disclosure, alignment or combination, restriction, deletion or destruction.
- 1.3 **"Controller"** shall mean for the purposes of this Annex and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity which by himself/herself/itself or together with others determines the purposes and means of personal data processing; if such purposes and means of such processing are determined by the law of the Union or of a member state, such law may determine the Controller in question or the special criteria for determination of such a Controller. Controller within the sense of this Annex to the Agreement is the Client.
- 1.4 **"Processor"** shall mean for the purposes of this Annex and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity processing the personal data on behalf of the Controller. Processor within the sense of this Annex to the Agreement is the Provider.
- 1.5 **"Sub-Processor"** shall mean for the purposes of this Annex and within the meaning of the GDPR the natural person or legal entity, public authority, agency or another entity (with the exception of the Processor's employee) who processes the personal data on the basis of an authorization from the Processor on behalf of the Controller.
- 1.6 **"Personal Data Security Breach"** shall mean for the purposes of this Annex and within the meaning of the GDPR a security breach which leads to accidental or unlawful destruction, loss, change or unauthorized provision or disclosure of the transferred, stored or otherwise processed personal data.

2. Subject of Processing

- 2.1 The subject of personal data processing is Personal Data of the data subjects as defined in Articles 5 and 6 and possibly other data provided by the Controller or third parties on the Controller's instructions during the performance of the Agreement.

3. Duration of Processing

- 3.1 The personal data will be processed for the period of: duration of the Agreement.

4. Nature and Purpose of Processing

- 4.1 Nature and purpose of personal data processing are defined as follows: The purpose and nature of processing is strictly limited to the fulfilment of the Agreement, in particular to the provision of training services for future pilots (trainees) and performing closely related administrative activities.
- 4.2 The Processor may process Personal Data manually as well as in an automated with the use of computer technology.

5. Type of Personal Data Processed

- 5.1 The personal data processed are in particular of the following type:
 - Identification data such as name and date of birth
 - Contact data such as address, telephone number and e-mail address
 - Medical certificate
 - Information on completed ratings and qualifications
 - Other personal data collected during and as a result of the services performed under the Agreement such as training attendance sheets, training assessments results, personal debriefs and photos of the students.

6. Categories of the Subject of the Personal Data Processed

- 6.1 The categories of the subject of the personal data processed are the following: participants of the training program organized by the Controller (trainees).

7. Processor's Obligations

- 7.1 The Processor has to observe all the applicable legal regulations governing data protection, in particular the GDPR.
- 7.2 The Processor must not process the personal data provided by the Controller (including their transfer to a third country or an international organisation) in any other way and for any other purpose than in conformity with the documented instructions by the Controller, unless the processing is required by European Union law or law of the Member State the Processor is subjected to. In this event, the Processor shall notify the Controller of such a legal requirement even before the processing of such personal data, unless the legislation prohibits the provision of such information due to important reasons of public interest
- 7.3 The Processor shall immediately notify the Controller in the event if, in the Processor's opinion, a certain instruction breaches the GDPR or other regulations of the European Union or of any member state related to personal data protection.
- 7.4 The Processor shall immediately notify the Controller and provide the Controller with all relevant information in the event that an inspection of the processing of Personal Data by the Processor is carried out by the Office for Personal Data Protection or another administrative authority, or in the event that an administrative proceeding is initiated by the Office for Personal Data Protection or another administrative authority in relation to the processing of Personal Data by the Processor.
- 7.5 The Processor shall provide the Controller with assistance in communicating with the supervisory authority and, as instructed by the Controller, cooperate in preparing responses to the supervisory authority regarding the activities carried out by the Processor.
- 7.6 The Processor shall assist the Controller in ensuring compliance with the Controller's obligations to (i) ensure the level of security of the processing, (ii) report Personal Data Security Breaches to the Office for Personal Data Protection or another administrative

authority and, where applicable, to data subjects in accordance with Art. 10 of the Annex, (iii) assess the impact on the Personal Data protection (the outcome of the assessment will be the provision of supporting materials and Controller's expert opinions) and (iv) carry out prior consultation with the Office for Personal Data Protection or another competent authority, taking into account the nature of the processing and the information available to the Processor.

- 7.7 The Processor shall not be entitled to store, copy, print, extract or modify the Personal Data it processes or to which it has been granted access in any way, unless this is necessary for the performance of its obligations under the Agreement including this Annex.
- 7.8 The Processor has to ensure that the persons authorized to process personal data are committed to confidentiality, unless the statutory obligation of confidentiality already applies to them.
- 7.9 Taking into account the state of the art, the implementation costs, nature, extent, context and purposes of processing as well as the different levels of probability and differently serious risks to rights and freedoms of Data Subjects, the Controller and the Processor shall make suitable technical and organizational measures to ensure the level of security corresponding to the particular risk, including the measures indicated in Art. 32 of the GDPR.

8. Sub-Processors

- 8.1 In accordance with Section 105 (4) in conjunction with Section 3 of Act No. 134/2016 Coll., On Public Procurement, as amended, the Processor shall inform in writing in advance of its intention to use a Sub-Processor that the Processor has not notified during the procurement procedure, including its identification and details of the activities to be carried out by the subcontractor and the personal data processed. Identification of the Sub-Processors who will be involved in the performance of the public contract after the conclusion of the contract, the subject of activities to be performed by the Sub-Processor and the personal data processed shall be communicated by the Processor to the Controller prior to commencement of performance by the Sub-Processor concerned.
- 8.2 If the Processor negotiates with a Sub-Processor to carry out activities or process personal data within the meaning of this Annex to the Agreement, the Processor shall enter into a contract or other legal act with the Sub-Processor giving rise to the same rights and obligations in relation to the personal data processing as set out in this Annex. In particular, it is necessary to provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing complies with the requirements of the GDPR.
- 8.3 With respect to each Sub-Processor, the Processor:
 - 8.3.1. shall make every reasonable effort to verify that the Sub-Processor provides the level of personal data protection as required in the Agreement;
 - 8.3.2. shall make sure that if the Sub-Processors are chained, the mutual rights and obligations related to personal data protection are regulated with a written agreement containing the terms and conditions granting at least the same level of personal data protection as those stated in this Amendment and/or in the Agreement, and that they comply with the requirements of Article 28 of the GDPR;
 - 8.3.3. if personal data processing is performed by a Sub-Processor who is seated outside the EEA and, at the same time, the country where such Sub-Processor is seated was not marked by the European Commission as a country providing sufficient level of protection, the Processor has to make sure that the Processing Agreement entered into with such a Sub-Processor contains the standard contractual clauses; and
 - 8.3.4. shall provide to the Controller upon request the copies of Processing Agreements (or similar documents) entered into with Sub-Processors which may be modified in order to

eliminate confidential business information which is not relevant for the requirements of this Agreement.

8.4 The Processor has to make sure that each Sub-Processor performs the duties resulting from this Annex to the Agreement, which apply to the processing of personal data performed by such Sub-Processor as if the Processor were the party to such Agreement instead of the Processor.

8.5 The Controller is entitled to object within five working days of the notification of the need to use a new Sub-Processor that the use of a new Sub-Processor is not necessary or that the use of a new Sub-Processor entails a security risk. In this case, the Processor must prove the necessary need to use the said new Sub-Processor or propose the use of another new Sub-Processor. If the Controller finds this need justified or fails to assess the new Sub-Processor as a security risk, the Controller will allow to use the said new Sub-Processor.

9. Exercise of the Data Subject's Rights

9.1 The Processor shall, taking into account the nature of the processing, assist the Controller by means of appropriate technical and organisational measures, where possible, to comply with the Controller's obligation to respond to requests to exercise the rights of data subjects. In particular, the Processor:

9.1.1. shall immediately notify the Controller, if the Processor (or any Sub-Processor) receives a request from the Data Subject aiming at the exercise of the Data Subject's Rights pursuant to the GDPR; and

9.1.2. shall make sure that the Processor (or any Sub-Processor) will not reply to requests aiming at the exercise of the Data Subject's Rights pursuant to GDPR in another way than in conformity with the Controller's written instruction and/or to the extent as required in conformity with the applicable legal regulation. In this event, however, the Processor shall notify the Controller of such a legal requirement even before the Processor (or Sub-Processor) replies to such request.

10. Personal Data Security Breach

10.1 The Processor shall inform the Controller without undue delay if the Processor or any Sub-Processor identifies a Personal Data Security Breach but no later than 24 hours after becoming aware of it, and shall give sufficient information to the Controller to enable compliance with all the obligations to notify or inform the Personal Data Subject or the competent Data Protection Authority on Personal Data Security Breach pursuant to the legal regulations on personal data protection in force.

10.2 The Processor is obligated to cooperate with the Controller and to adopt the financially reasonable measures as instructed by the Controller in order to assist in investigation, mitigation and rectification of any such Personal Data Security Breach.

11. Destruction of Personal Data

11.1 In the event of termination of the Agreement or in the event of termination of Personal Data processing under the Agreement (hereinafter the "Termination Date"), the Processor shall immediately, but no later than within 15 days, delete all the Personal Data (including copies thereof).

11.2 The Controller may notify the Processor in writing within 5 days after the Termination Date that the Controller requests that the Processor:

11.2.1. returns all the personal data (including copies) to the Controller via secure transmission of files in a common machine-readable format; and

- 11.2.2. removes and arranges for deletion of all the other personal data (including copies) processed by any Sub-Processor. The Processor shall satisfy this written request within 10 days after the Termination Date.
- 11.3 Each Processor (and Sub-Processor), may, beyond the framework stipulated in the Agreement, process the Personal Data to the extent required in the relevant legal regulations, and namely only to the extent and for the period of time which is requested in such legal regulations. Furthermore, the Processor has to ensure that such Personal Data will be processed only to the extent and for the purposes mentioned in the applicable legal regulations and that they will be treated as confidential information.
- 11.4 The Processor shall submit to the Controller a written confirmation on compliance with the obligation related to deletion of Personal Data (including copies).

12. Inspection

- 12.1 The Processor shall disclose upon request any information necessary to prove compliance with this Annex and shall enable and shall assist at audits and inspections performed by any auditor authorized by the Controller. The Processor shall ensure such cooperation with its subcontractors.
- 12.2 The information rights and the rights of inspection of the processing of the Personal Data of the Controller are only established when, under the Agreement, such information is not provided to the Controller and no rights to audit are resulting for the Controller which would comply with the requirements resulting from the applicable legal regulations (including the possible provision of Article 28, par. 3, letter h) of the GDPR).
- 12.3 The Controller shall notify the Processor of the inspection reasonably in advance before the Personal Data processing inspection is initiated. Furthermore, the Controller shall make reasonable efforts so that the inspection does not result in damage occurrence, excessive disturbance on the premises, of the equipment, staff and Processor's activities. The Processor shall allow the Controller, upon request, to check compliance with the obligations under this Annex, in particular access to the premises where the Personal Data is held and to all information systems used for the processing of Personal Data, provision of a list of persons with access to the Personal Data or proof that all persons accessing the Personal Data are obliged to maintain confidentiality of all circumstances of which they become aware in connection with the disclosure of the Personal Data and its processing. The Processor is not obligated to enable access to his/her/its premises during inspection only in the event that
 - 12.3.1. the person performing the inspection fails to submit the identity document and authorization to perform the inspection;
 - 12.3.2. the inspection is performed outside the ordinary working hours, unless to meet its purpose, the inspection requires to be performed outside the ordinary working hours and the inspector notified the Processor in advance (during ordinary working hours) that this was such a case.