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each individually referred to as a „Party“ or collectively as the „Parties“



## Article 2 Definitions

Unless otherwise stated herein, the definitions of the key terms are as follows:

- a) "Course" shall mean a training program within a scope defined in Annex 1 hereto,
- b) "Performance" shall mean a Course realization performed according to the conditions of this Agreement,
- c) "Student" shall mean a person attending a Course,
- d) "Instructor" shall mean a qualified professional performing/lecturing Course up to the required professional standard.

## Article 3 Subject of the Agreement

- 3.1 The Provider hereby undertakes to perform for the Client Course called "Basic Training and TWR (Aerodrome Control Instrument) Rating Training" for 2 Students from the airport Augsburg.
- 3.2 Course shall last twenty weeks.
- 3.3 The total amount of Students in the Course shall be two (2).
- 3.4 Detailed specification, scope and agenda of the Course are described in the Course Program that has been produced by the Provider and approved by the Client. The Course Program constitutes Annex 1 hereto and is an integral part hereof.
- 3.5 The Provider shall provide the Students with Course completion certificate.

## Article 4 Venue of Performance

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

## Article 5 Duration

- 5.1 The Performance shall be carried out from April 30<sup>th</sup>, 2018 to July 13<sup>th</sup>, 2018 (Basic Training) and from August 13<sup>th</sup>, 2018 to October 12<sup>th</sup>, 2018 (ADI Rating).

## Article 6 Price

- 6.1 [REDACTED]

## **Article 7 Payment terms**

- 7.1 The agreed price shall be paid against invoices issued by the Provider as follows:
- advance payment of 30 % of the agreed price upon Agreement signature by both parties.
  - advance payment of 20 % of the agreed price after Basic Training completion, i.e. 13<sup>th</sup> July 2018,
  - final invoice – tax document issued for the amount of agreed price after TWR Rating Training Courses completion, i.e. October 12<sup>th</sup>, 2018. The advance payments paid earlier shall be deducted from the total amount within the final invoice.
- 7.2 The invoice document maturity shall be 30 calendar days from the invoice issue by the Provider. The invoice shall include data required by the provisions of Act. No. 235/2004 Coll., on Value Added Tax, as amended, that is to say that the particulars about the price and tax are to be stated in the Czech currency on the basis of a fixed exchange rate set by Czech National Bank (ČNB) on the same day the invoice has been issued.
- 7.3 The invoice shall be considered to be paid up by the Client on the day when the financial amount is credited to the Provider's account.

## **Article 8 Rights and obligations of parties**

- 8.1 The Client shall ensure the Students for the Course. The Client guarantees that the Students have basic knowledge necessary for the attendance in the Course.
- 8.2 The Client sends Students to the Provider's Training Centre, i.e. to the Czech Republic. The Client guarantees that the students have taken out necessary insurance relating to their stay and studies in the Czech Republic otherwise any costs that may arise in this respect shall be borne by the Client. The Provider shall not be held liable for any costs that may arise in connection with injuries or damages caused by the Students. The Client shall provide the Students with appropriate health insurance in the event of illness or injury.
- 8.3 The Provider undertakes to abide by the Course agenda in the scope specified in Annex 1 hereto.
- 8.4 The Provider shall only use instructors for the Course whose professional qualifications are up to the required standard.
- 8.5 The Provider is entitled and obliged to evaluate the Student both during and at the end of the Course and present the results of such evaluation to the Client. The Provider is entitled to suggest that the Student should be dismissed from the Course. The Provider is obliged to work out a written final evaluation report within 30 days from the end of the Course at the latest.
- 8.6 The Provider undertakes to perform the Course in English and to provide the Students with appropriate training materials in English.

## **Article 9 Conventional fines and default of interest**

- 9.1 Should the Provider fail to meet the binding deadlines set forth herein, the Provider shall pay a conventional fine equaling 10 % of the price of the Performance. Should the Provider fail to comply with the agreed agenda of the Course as specified in Annex 1 hereto, the Provider shall pay a conventional fine equaling 10 % of the price of the Performance.
- 9.2 Should the Client fail to meet its obligations set forth herein, the Client shall pay the Provider a conventional fine equaling 10 % of the price of the Performance. This provision shall be used unless stated otherwise ( Article 9 paragraph 9.3 and Article 15).



- 9.3 Should the Client default in the payment of an invoice, the Client shall pay the Provider a default interest equaling 0.05 % of the unpaid amount for every new day of default.
- 9.4 The obliged Party shall pay the conventional fines set forth herein regardless of whether any damage is inflicted upon the other Party in this connection and if so, what is the amount of such damage; any such damage can be claimed independently.

#### **Article 10 Force Majeure**

- 10.1 For the purposes of the Agreement, the term force majeure applies to earthquake, storm, floods, epidemic diseases, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions, strikes, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof.
- 10.2 Neither of the Parties hereto shall be liable for failure to perform the Agreement for the said reasons; however, this provision is only applicable over the period of existence of such reasons.
- 10.3 The Party affected as described above has to furnish evidence of force majeure. The affected Party has to inform the other Party of such a problem and has to provide information for the verification thereof. The scope of such required information has to be reasonable.
- 10.4 Should a force majeure situation/status last more than three months, any of the Parties hereto is entitled to withdraw from the Agreement after fourteen days from the sending of a written advice and shall not be liable for any payments or compensations.

#### **Article 11 Confidentiality**

- 11.1 The Parties hereto shall consider any disclosed business information confidential pursuant to Article 504 and Article 1730 par. 2 of the Civil Code. The other Party must not disclose such information to any third party or use it in contradiction with the purpose thereof otherwise it shall be held liable for any damage caused by doing that. The obligation to keep all acquired information confidential shall last also after the termination of the contract-based relationship.

#### **Article 12 Copyright**

- 12.1 The Provider is an authorized holder of copyright to all training materials that are used within the Course and provided to the Students. The training materials must not be further distributed without the Provider's prior written consent.
- 12.2 Should a third party claim any copyright infringement, the Party that has infringed such rights shall pay all the costs associated therewith.

#### **Article 13 Correspondence**

- 13.1 The required materials and documents shall be made in writing and delivered to the other Party hereto personally, sent as a registered letter or by email to the following address:

##### **Provider**

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The receiving Party shall confirm the receipt of a written advice in writing. Both Parties hereto shall inform each other of changes in their addresses as soon as possible. Important letters shall be advised in advance in a suitable fashion.

#### **Article 14 Applicable law**

14.1 Czech law governs the Agreement.

14.2 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. The Parties hereby agree that a court of the Provider's registered office shall be considered appropriate.

#### **Article 15 Agreement termination**

15.1 Should one 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 advice on the Course cancellation delivered to other Party not later than 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) equaling 30 % of the total price of the Performance.

15.2 Should one of the Parties materially breach the Agreement during the Performance hereof, the other Party shall be entitled to withdraw from the Agreement as at the date of delivery of a written withdrawal advice. The following actions are deemed to be a material breach of the Agreement:

On the Provider's part: failure to comply with the agreed scope and agenda of the Course as specified in Annex 1 hereto.

On the Client's part: failure to comply with the Students qualification requirements, failure to start the Course as at the agreed date.

15.3 In the event of Provider's or Client's withdrawal from the Agreement pursuant to paragraph 2, the breaching Party shall pay any damage caused by the withdrawal.

#### **Article 16 Final provisions**

16.1 Any amendments and alterations of the Agreement can only be made in writing, based on agreement of both Parties, and have to be signed by authorized representatives of both Parties hereto.

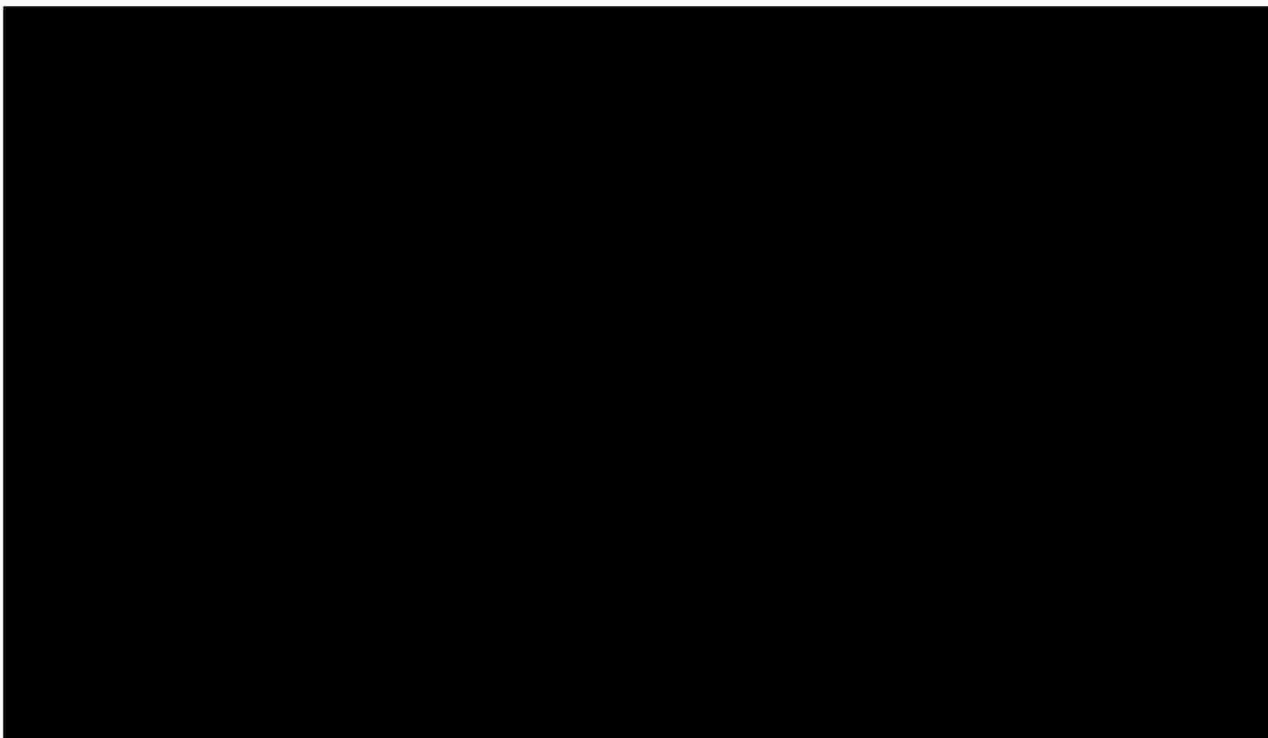
16.2 Both Parties hereto declare the respective articles hereof are sufficient in terms of conditions necessary for the establishment of a contract-based relationship and that they have made the Agreement of their free will, not under disadvantageous conditions for either of the Parties

16.3 The Agreement has been made in four original copies in English language, of which each contracting Party shall receive two copies.

16.4 The Client acknowledges that the Provider is obliged to publish this Agreement pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Client also acknowledges that the Provider is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended. When this Agreement is published in the Register of Contracts, in particular the following information contained in this Agreement shall not be provided: names, email addresses and phone numbers of Contracting Parties'

contact persons, signatures on the Agreement, and also trade secret within the sense of § 504 Civil Code as further specified in Paragraph 16.5 of this Agreement.

- 16.5 Trade secret, within the sense of § 504 of the Civil Code, means all information detailed in Annex 1 and all information about price detailed in Annex 2 and in Paragraph 6.1 and all information about the Client in Article 1 and for this reason the Annex 1 and all information about price and Client will neither be published nor provided according to Paragraph 16.4 of this Agreement.
- 16.6 This Agreement shall be valid upon signature by the Provider and the Client and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.



A handwritten signature in blue ink is located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

**Annex 1: Course program**





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Monday 7.5.2018	EQPS EQPSB 5 Radar P. Dvořák	EQPS EQPSB 6 Automatic Dependent Surveillance P. Dvořák	EQPS EQPSB 7 Multilateration P. Dvořák	EQPS EQPSB 8 Surveillance Data Processing P. Dvořák		HUM	HUM	HUM	HUM
Tuesday 8.5.2018	[Redacted]								
Wednesday 9.5.2018	LAW LAWB 3	LAW LAWB 3	LAW LAWB 3 LIS P. Štuborek	LAW		EQPS EQPSB 7 Multilateration P. Dvořák	EQPS EQPSB 8 Surveillance Data Processing P. Dvořák	HUM HUMB 3	HUM HUMB 4
Thursday 10.5.2018	EQPS EQPSB 9 Future Equipment P. Dvořák	EQPS EQPSB 10 Automation in ATS P. Dvořák	EQPS EQPSB 10 Automation in ATS P. Dvořák	EQPS EQPSB 11 Working Positions P. Dvořák		HUM HUMB 3	HUM HUMB 3	HUM HUMB 4	HUM
Friday 11.5.2018	[Redacted]								



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Monday 14.5.2018	MET [Redacted]	MET [Redacted]	MET [Redacted]	MET METB2 [Redacted]		NAV [Redacted]	NAV [Redacted]	NAV NAV B2 The Earth T. Diaz	NAV
Tuesday 15.5.2018	[Redacted]	[Redacted] The Earth	[Redacted]	[Redacted]		PEN PENB4 Environmental Protection S. Mrazek	PEN	[Redacted]	[Redacted]
Wednesday 16.5.2018	[Redacted]	[Redacted]	[Redacted]	[Redacted]		NAV [Redacted]	NAV	[Redacted]	[Redacted]
Thursday 17.5.2018	[Redacted]	[Redacted]	[Redacted]	[Redacted]		[Redacted]	[Redacted]	[Redacted]	[Redacted]
Friday 18.5.2018	[Redacted]	[Redacted]	[Redacted]	[Redacted]		[Redacted]	[Redacted]	[Redacted]	[Redacted]

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Day/Time	1 8:00 - 8:45	2 8:55 - 9:40	3 9:50 - 10:35	4 10:45 - 11:30	40' Lunch	5 12:10 - 12:55	6 13:05 - 13:50	7 14:00 - 14:45	8 14:55 - 15:40
Monday 21.5.2018	ENG A	ENG A	ENG A	ENG A		ENG A	ENG A	ENG A	ENG A
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**TRAINING PROGRAMME – PRACTICAL TRAINING**

		0945-1115						1200-1600							
	Basic Theory Review	Break	Basic Theory Review			Lunch	Examinations: Professional Environment, Meteorology, Equipment and Systems, Aircraft, Human Factors, Law, Navigation								
	Aerodrome Practical Training Preparation	Break	Aerodrome Practical Training Preparation			Lunch	Simulator Demo	Break	EXTRA 1 T1	Debriefing	EXTRA 2 T1	Debriefing	Group Debriefing		
	Briefing	Break	EXTRA 3 T1	Debriefing	Break	EXTRA 4 T1	Debriefing	Lunch	Falko N. T1	Debriefing	Break	Kai P. T1	Debriefing	Break	Group Debriefing
	Briefing	Break	Ilija O. T1	Debriefing	Break	EXTRA 4 T2	Debriefing	Lunch	Falko N. T2	Debriefing	Break	Kai P. T2	Debriefing	Break	Group Debriefing
	Briefing	Break	Ilija O. T2	Debriefing	Break	EXTRA 1 T2	Debriefing	Lunch	EXTRA 2 T2	Debriefing	Break	EXTRA 3 T2	Debriefing	Break	Group Debriefing
	Surveillance Practical Training Preparation Part 1	Break	Surveillance Practical Training Preparation Part 1			Lunch	Simulator Demo	Break	EXTRA 3 S1	Debriefing	EXTRA 4 S1	Debriefing	Falko N. S1	Debriefing	
	Briefing	Break	Kai P. S1	Debriefing	Break	Ilija O. S1	Debriefing	Lunch	EXTRA 1 S1	Debriefing	Break	EXTRA 2 S1	Debriefing	Break	Falko N. S2
	Briefing	Break	Ilija O. S2	Debriefing	Break	EXTRA 1 S2	Debriefing	Lunch	EXTRA 2 S2	Debriefing	Break	EXTRA 3 S2	Debriefing	Break	EXTRA 4 S2
	Briefing	Break	Kai P. S2	Debriefing	Break	EXTRA 2 S3	Debriefing	Lunch	EXTRA 3 S3	Debriefing	Break	EXTRA 4 S3	Debriefing	Break	Ilija O. S3
	Briefing	Break	Kai P. S3	Debriefing	Break	Falko N. S3	Debriefing	Lunch	EXTRA 1 S3	Debriefing	Break	Surveillance Practical Training Preparation Part 2		Ilija O. S4	Debriefing
	Briefing	Break	EXTRA 1 S4	Debriefing	Break	EXTRA 2 S4	Debriefing	Lunch	EXTRA 3 S4	Debriefing	Break	EXTRA 4 S4	Debriefing	Break	Kai P. S4
	Briefing	Break	Falko N. S4	Debriefing	Break	Kai P. S5	Debriefing	Lunch	EXTRA 2 S5	Debriefing	Break	EXTRA 3 S5	Debriefing	Break	EXTRA 4 S5
	Briefing	Break	EXTRA 1 S5	Debriefing	Break	Ilija O. S5	Debriefing	Lunch	Falko N. S5	Debriefing	ATM Examination		Basic Course Completion		

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

