

EUROCONTROL

Aviation Learning Centre



**Agreement N° AG-046-22-RCAA-STA-75
AGREEMENT FOR IN-COMPANY TRAINING**

This agreement ("Agreement") is made by and between:

EUROCONTROL

Aviation Learning Centre
12, rue Antoine de Saint-Exupéry
LU-1432 Luxembourg

(hereinafter "EUROCONTROL")

and

Romanian Civil Aeronautical Authority (RCAA)
38-40, Bucuresti-Ploiesti Blvd
RO - 013695, Sector 1, Bucharest, Romania,

(hereinafter "Client")

Collectively referred to as "the Parties".

WHEREAS the Client wishes to receive in-company training services;

WHEREAS EUROCONTROL is willing to work with the Client and to provide such in-company training services.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. Courses, Dates and Fees**

GENERAL COURSE INFORMATION	
Course name:	Bespoke Introduction to Oversight of Changes in ATM/ANS (Part 1)
Location:	ONLINE
Proposed date:	To be agreed, but in any case before Part 2 (see below) – 1.5 day
Maximum Number of course participants:	20
Course manager:	_____
E-mail address course manager:	

GENERAL COURSE INFORMATION	
Course name:	Bespoke Assessment of Changes to the Functional System (Part 2)
Location:	BUCHAREST
Proposed date:	From 2 to 6 May 2022
Maximum Number of course participants:	20
Course manager:	
E-mail address course manager:	
Pre-requisites:	Before attending this course, you must have completed the SAF-CHG-BASIC e-learning course

EUROCONTROL shall provide qualified instructor(s) to deliver the course(s) set out above and sufficient sets of documentation for each course participant.

If, owing to circumstances beyond its control, EUROCONTROL is unable to place the instructors at the Client's disposal, it may propose their replacement by others with analogous or similar qualifications and experience.

PRICE PROPOSAL (in EUR)	
This fixed price proposal for on-site course delivery includes:	
<ul style="list-style-type: none"> • cost of the instructor • travel, hotel and subsistence allowances for the instructor • Electronic course documentation for course participants 	
<i>Course delivery virtual course – Part 1</i>	4.250,00€
<i>Course delivery classroom course – Part 2</i>	11.400,00€
<i>Total price</i>	15.650,00€

2.2 The Client shall provide information regarding the course participants based on a template provided by EUROCONTROL two calendar weeks prior to the course start, at the latest. As a minimum this shall contain the following: first and last name, job title and email address.

2. Responsibilities of the Client for online courses

2.1 Client's obligations at its own cost:

- (a) The Client shall ensure that the course participants have electronic devices (PCs, tablets or laptops) at their disposal during the course, at least one per course participant. We recommend that each person joining an online course:
- uses a computer or tablet on a stable internet connection which has working audio output (speakers or headset), input (microphone) and a camera/webcam



- tests his/hers system one week before the course start at <https://zoom.us/test>
- (b) The Client shall be responsible for ensuring that course participants join the course at the agreed time.
- (c) If necessary, the Client shall be responsible for ensuring technical support for course participants for the entire course duration.

2.2 The Client shall provide information regarding the course participants based on a template provided by EUROCONTROL two calendar weeks prior to the course start, at the latest. As a minimum this shall contain the following: first and last name, job title and email address.

3. Responsibilities of the Client

3.1 The Client shall provide, at its own cost:

- (a) A suitable lecture room to accommodate the course participants. The room must meet the requirements set out below:

CLASSROOM AND EQUIPMENT REQUIREMENTS
Tables and chairs will be arranged in a U-shape. The lecture room shall be equipped with: <ul style="list-style-type: none">• a desk (table) for the instructor• a projector and associated projection screen• PC with Internet access, Powerpoint, Word, Acrobat and ability to read different types of movies, the possibility to connect a laptop to the projector• loudspeakers with cables to connect to the PC / laptop (to be able to watch a film)• a flip-chart, and a supply of paper, markers and pens. For courses containing written examination, access to a PC classroom (1 PC per course participant) or all participants should bring their own laptops and be able to access https://learningzone.eurocontrol.int . Each PC/laptop should have an internet access with speed of at least 1 Mbps (upstream and downstream). The written examination usually takes place on the last day of the course; however this might vary in certain circumstances. The course manager will inform the Client about the exact time of the examination. There should be at least 1.20 m between the front of the instructor's desk and the front of the first student's desk. The facilitator must be able to lock the room. Breakout rooms for exercises shall be available Possibility to take lunch at or in the vicinity of the training facility.

- (b) Access to a telephone from which the instructor can reach as a minimum the EUROCONTROL Aviation Learning Centre (+352 43 60 61 1).
- (c) Customs clearance of the course documentation and delivery to the course venue when applicable.

- (d) Secretarial assistance/back-up during the course for ad hoc training material, typing, etc.
 - (e) The Client shall be responsible for ensuring that course participants attend the course at the premises in which they will be held. In cases where the courses are to be held outside the Client's premises, the Client shall arrange at its own cost any hotel accommodation, transport, allowances, meals etc. for the course participants for the duration of the course.
 - (f) The Client shall be responsible for ensuring technical support for the entire course duration.
- 3.2 The Client shall provide information regarding the course participants based on a template provided by EUROCONTROL at the latest two calendar weeks prior to the course start. As a minimum this shall contain the following: first and last name, job title and email address.
- 3.3 The Client shall distribute the electronic course documentation to the course participants once the access to the course documentation has been provided by EUROCONTROL. If the use of paper documentation is not required by the Client, the Client shall ensure the course participants have electronic devices (PCs, tablets or laptops) at their disposal during the course, at least one per course participant.

4. Remuneration and Rescheduling

- 4.1 The Client shall pay EUROCONTROL the fees set out in Section 1 above for each course. Each course fee is based on a maximum number of course participants. There will be no fee reduction if there are fewer course participants. Unless otherwise stated in this Agreement, all fees are in euro (EUR).
- 4.2 Any delay in the payment of the amounts due under this Agreement shall give rise to the payment of interest on arrears calculated on the basis of the Decision by EUROCONTROL enlarged Commission relating of the rate of interest on late payments of route charges for the year in which the interest accrues. Each day's delay beyond the above-mentioned period shall be calculated as 1/360 of a year.
- 4.3 The Client shall pay onto the account mentioned below and on the EUROCONTROL invoice within a period of thirty (30) calendar days from the receipt of the invoice or fifteen (15) calendar days before the start of the course, whichever is the earliest, but at any case not earlier than during three (3) workdays from the receipt of the invoice.
- Bank : ING BANK Brussels
 - Account : BE36 3101 0973 5681
- 4.4 The Client will be charged the full price if the course participants do not show up for the course.
- 4.5.1 Cancellation or rescheduling of the course by the Client:
- a) Less than 15 calendar days prior to the scheduled start date, the full price of the course will be invoiced;
 - b) between 16 and 30 calendar days prior to the scheduled start date, 25% of the full price will be invoiced; and
 - c) more than 30 calendar days prior to the scheduled start date, no charges.

4.6 EUROCONTROL is an international public organisation without economic activity hence it is not liable for the payment of taxes in the sense of Article 13, paragraph 1, of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.

5. Liability

Neither Party shall be liable for indirect, incidental or consequential damages arising under this Agreement. Notwithstanding national legislation, the Parties' liability for damages under this Agreement shall not exceed the amount of the fees to be paid under this Agreement.

6. Entry into Effect and Termination

6.1 This Agreement shall enter into effect on the date of signature by the duly authorised representatives of both Parties and shall remain in effect until the completion of both Parties' duties and obligations.

6.2 This Agreement may be terminated by mutual agreement between EUROCONTROL and the Client, should the course no longer be needed, after proper compensation to EUROCONTROL for work already executed or engagements made by it under this Agreement.

6.3 The Parties may, by mutual written agreement, postpone a course for a period of up to twelve (12) months from the date it was originally scheduled. Should the Parties fail to agree to a course postponement, the terms of Section 6.2 shall apply.

6.4 Either Party may terminate this Agreement upon written notice if the other Party materially breaches any of the terms of this Agreement. Termination for breach shall be without prejudice to the terminating Party's other rights and recourses.

6.5 This Agreement may be terminated by EUROCONTROL in case the fees set out in Section 1 above are not paid by the Client within the timescales set out in Section 4.3 above. In that case, the Client remains liable for the proper compensation to EUROCONTROL for work already executed or engagements made by it under this Agreement.

7. Intellectual Property Rights

7.1 All intellectual property rights in all documents, software, and other materials ("Materials"), whether in hard or electronic copy, made available to the Client and/or the course participants by or for EUROCONTROL shall always remain with EUROCONTROL.

7.2 No part of the Materials may be reproduced, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage or retrieval system without prior written permission from EUROCONTROL.

7.3 Paragraphs 6.1 and 6.2 shall survive termination of this Agreement.

8. Processing of personal data

8.1 EUROCONTROL processes all the personal data shared under this Agreement for the sole purpose of delivering the training to the client, as defined in the Network Services Part 1 of the Agency work programme. EUROCONTROL shall protect the personal data in accordance with the EUROCONTROL Regulation on Personal Data Protection.

8.2 The Client processes and protects the personal data shared under this Agreement for the

sole purpose of receiving the training service from EUROCONTROL and in accordance with at least the same standards and principles as the data protection laws applicable to the Client.

- 8.3 To protect the Personal Data shared under this Agreement, the Parties shall implement organisational, technical and physical measures, which shall be kept up to date in accordance with generally accepted standards.

9. Warranty

- 9.1 EUROCONTROL shall assign qualified individuals to perform the training under this Agreement.

- 9.2 EUROCONTROL makes no further warranties, express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose.

10. Subcontracting

EUROCONTROL reserves the right to subcontract all or part of the work to be delivered under this Agreement.

11. Entire Agreement

This Agreement, together with any schedules referenced herein and attached hereto, represents the final and entire contract between the Parties on the training described above and cancels and supersedes any and all prior agreements or understandings between the parties, whether oral or written.

12. Modifications

Any modification to this Agreement shall be agreed to in writing by both the Parties' points of contact identified in Article 13 below. Modifications requests shall be notified as early as possible and in any case 2 weeks before the course(s) start date, at the latest.

13. Dispute Settlement and Law Applicable

- 13.1 Any dispute between EUROCONTROL and the Client relating to the construction, interpretation or application of this Agreement which cannot be settled by them shall be brought before Courts of Brussels, Belgium.

- 13.2 This Agreement shall be governed by Belgian Law, with the exception of the rules applicable to data protection where the obligations of the Parties shall be determined in accordance with the laws applicable to each Party.

14. Communications and Points of Contact

Any notice, communication or transfer of any document required or permitted to be given to a Party hereto shall be in writing, and shall be to the following Points of Contact:



For EUROCONTROL:	For the Client
EUROCONTROL Aviation Learning Centre Att.: Course Reservation Office 12, rue Antoine de Saint-Exupery LU-1432 Luxembourg	Romanian Civil Aeronautical Authority (RCAA) 38-40, Bucuresti-Ploiesti Blvd RO - 013695, Sector 1, Bucharest, Romania
Course Reservation Office	Head of ATM/ANS Department
Email: learningzone@eurocontrol.int	Email :
Telephone:	Telephone :
Telefax:	Mobile: 1

Other addresses :

Local focal point for technical coordination	Email: Romanian CAA 38-40, București – Ploiești Blvd RO – 013695 sector 1 Bucharest Romania Telephone: +4021.208.15.15
Invoicing:	Email:
Delivery of course documentation:	Email: Romanian CAA 38-40, București – Ploiești Blvd sector 1 Bucharest Romania
Course Location	Email: Romanian CAA 38-40, București – Ploiești Blvd sector 1 Bucharest Romania

15. Force Majeure

Neither Party shall be liable for failure to perform any of its obligations under this Agreement if such failure is caused by an event beyond the reasonable control of that Party.

16. Severability

If any term of this Agreement is found to be invalid, unlawful or unenforceable, the validity of

the other terms of this Agreement shall not be affected.

17. Language

The Client and EUROCONTROL have mutually agreed to draft this Agreement in the English language and in Romanian language. In case of disagreement between the Parties or the contradiction between the English and Romanian versions, the English version is considered as binding.

The course(s) will be delivered in English.

For EUROCONTROL

For the Client (Romanian CAA)

On behalf of the Director General, by special delegation

Director Network Management

Director General
Şef Serviciu SATM/ANS

Signature

Şef SF

Consilier Juridic

Date 30/3/2022

Signature

Date