

AGREEMENT FOR IN-COMPANY TRAINING

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

EUROCONTROL
 Institute of Air Navigation Services
 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")

WHEREAS the Client wishes to give in-company training services to its employees;

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

NOW THEREFORE THE PARTIES AGREE

1. Courses, Dates and Fees

GENERAL COURSE INFORMATION	
Course name:	Overview of Regulation 2017/373 [LEX-INTRO-373]
Location:	Bucharest
Proposed date:	From 26 June 2018 To 28 June 2018
Maximum number of course participants:	20
Course manager:	
E-mail address course manager:	
Pre-requisites:	Before attending this course, participants should have completed the LEX-SES-E e-learning course and/or LEX-SES classroom 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</i>	6.140,00€
<i>Course customisation</i>	
<i>Paper course documentation for course participants and the transport of these to the Client's premises (optional)</i>	n/a
<i>Total price(Six thousand one hundred forty EURO)</i>	6.140,00€

2. Responsibilities of the Client

2.1 The Client shall provide, at its own cost:

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

CLASSROOM AND EQUIPMENT REQUIREMENTS
<p>Tables and chairs will be arranged in a U-shape.</p> <p>The lecture room to be equipped with:</p> <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. <p>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://trainingzone.eurocontrol.int.</p> <p>The written examination is usually 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.</p> <p>There should be at least 1.20 m between the front of the instructor's desk and the front of</p>

the first student's desk.

There should be at least 1.20m between the back of the instructor's desk and the projection screen.

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 Institute of Air Navigation Services (+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.
- 2.2 The Client shall provide information regarding the course participants based on a template provided by EUROCONTROL latest by 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.
- 2.3 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.

3. Remuneration and Rescheduling

- 3.1 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).
- 3.2 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. Each day's delay beyond the above-mentioned period shall be calculated as 1/360 of a year.
- 3.3 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

- 3.4 The Client will be charged the full price if the course participants do not show up for the course.
- 3.5 Cancellation or rescheduling of the course by the Client:
- a) Less than 15 calendar days prior scheduled start date, the full price of the course will be invoiced;
 - b) between 16 and 30 calendar days prior scheduled start date, 25% of the full price will be invoiced; and
 - c) more than 30 calendar days prior scheduled start date, no charges.
- 3.6 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.

4. 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.

5. Entry into Effect and Termination

- 5.1 This Agreement shall enter into effect on the date of signature by both Parties and shall remain in effect until the completion of both Parties' duties and obligations.
- 5.2 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.
- 5.3 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 5.2 shall apply.
- 5.4 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.
- 5.5 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 3.3 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.

6. Intellectual Property Rights

- 6.1 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.
- 6.2 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.

6.3 Sub-sections 6.1 and 6.2 shall survive termination of this Agreement.

7. Warranty

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

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

8. Subcontracting

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

9. 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.

10. Modifications

Any modification to this Agreement must be agreed to in writing by both EUROCONTROL and the Client.

11. Dispute Settlement and Law Applicable

11.1 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 Belgian Courts.

11.2 This Agreement shall be governed by Belgian Law.

12. Communications

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 addresses:

For EUROCONTROL	For the Client
EUROCONTROL Institute of Air Navigation Services Att.: Course Reservation Office 12, rue Antoine de Saint-Exupery LU-1432 Luxembourg	Romanian CAA 38-40, Bucuresti-Ploiesti Blvd RO - 013695, Sector 1, Bucharest, Romania



Course Reservation Office	
Email:	
Telephone:	Telephone
Telefax:	

Other addresses:

Local focal point for technical coordination	
Invoicing:	Email:
Delivery of course documentation:	Email: Romanian CAA 38-40, Bucuresti-Ploiesti Blvd RO - 013695, Sector 1, Bucharest, Romania
Course Location	Romanian CAA 38-40, Bucuresti-Ploiesti Blvd RO - 013695, Sector 1, Bucharest, Romania

13. 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.

14. 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.

15. Language

The Client and EUROCONTROL have mutually agreed to draft this Agreement in the English language.

The course will be delivered in English.

16. Specific Conditions

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For EUROCONTROL
On behalf of Director General,
by special delegation,
Mr.
Principal Director, Resources

For the Client

Mr.
Director General

Signature

Date:

3/4/2018

Signature

Date:

Mrs.

Chief of Economic Department

Signature:

Mrs.

Chief of Legal and Human Resources
Department

Signature:



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