



TRAINING COURSE AGREEMENT

No. 007 B /18

BETWEEN THE UNDERSIGNED:

Ecole Nationale de l'Aviation Civile, authorization number 73.31.P.0019.31, an Administrative Public Establishment supervised by the Ministry in charge of Transport and whose registered office is situated at 7 avenue Edouard Belin, 31 055 Toulouse Cedex, France, represented by its director, Mr _____, or his duly authorized representative,

Hereinafter referred to as "ENAC",

ON THE ONE HAND,

AND

ROMANIAN CIVIL AERONAUTICAL AUTHORITY

Whose registered office is situated at Sos. Bucuresti-Ploiesti – nr 38-40, RO-013695, Sector 1, Bucuresti, ROMANIA

Hereinafter referred to as "the Client",

ON THE OTHER HAND

Jointly referred to as the Parties,

The following agreement is entered into, laying down the special conditions of sale, pursuant to the provisions of Part 6 of the Labor Code on the organization of lifelong vocational training.



CLAUSE 1. Purpose and term of agreement

ENAC shall organize the following training course:

Name of course:

IPD0E – Comprehensive Instrument Procedure Design Cours

IPD1E : Comprehensive Instrument Procedure Design Course : General Criteria and Non Precision Approach

Dates: From Monday 22nd of January 2018 to Friday 09th of February 2018

Duration: 14,5 days

Course Schedule:

Week 1

- Monday 22/01/2018 : 09h00-12h00/13h30-16h30
- Tuesday 23/01/2018 : 09h00-12h00/13h30-16h30
- Wednesday 24/01/2018 : 09h00-12h00/13h30-16h30
- Thursday 25/01/2018 : 09h00-12h00/13h30-16h30
- Friday 26/01/2018 : 09h00-12h00/13h30-16h30

Week 2

- Monday 29/01/2018 : 09h00-12h00/13h30-16h30
- Tuesday 30/01/2018 : 09h00-12h00/13h30-16h30
- Wednesday 31/01/2018 : 09h00-12h00/13h30-16h30
- Thursday 01/02/2018 : 09h00-12h00/13h30-16h30
- Friday 02/02/2018 : 09h00-12h00/13h30-16h30

Week 3

- Monday 05/02/2018 : 09h00-12h00/13h30-16h30
- Tuesday 06/02/2018 : 09h00-12h00/13h30-16h30
- Wednesday 07/02/2018 : 09h00-12h00/13h30-16h30
- Thursday 08/02/2018 : 09h00-12h00/13h30-16h30
- Friday 09/02/2018 : 09h00-12h00

IPD2E : Comprehensive Instrument Procedure Course Design : RNAV/PBN Non Precision Approach and Departure

Dates: From Monday 14th of May 2018 to Thursday 07th of June 2018

Duration: 18,5 days

Course Schedule :

Week 1

- Monday 14/05/2018 : 09h00-12h00/13h30-16h30
- Tuesday 15/05/2018 : 09h00-12h00/13h30-16h30
- Wednesday 16/05/2018 : 09h00-12h00/13h30-16h30
- Thursday 17/05/2018 : 09h00-12h00/13h30-16h30
- Friday 18/05/2018 : 09h00-12h00/13h30-16h30



Week 2

- Monday 21/05/2018 : 09h00-12h00/13h30-16h30
- Tuesday 22/05/2018 : 09h00-12h00/13h30-16h30
- Wednesday 23/05/2018 : 09h00-12h00/13h30-16h30
- Thursday 24/05/2018 : 09h00-12h00/13h30-16h30
- Friday 25/05/2018 : 09h00-12h00/13h30-16h30

Week 3

- Monday 28/05/2018 : 09h00-12h00/13h30-16h30
- Tuesday 29/05/2018 : 09h00-12h00/13h30-16h30
- Wednesday 30/05/2018 : 09h00-12h00/13h30-16h30
- Thursday 31/05/2018 : 09h00-12h00/13h30-16h30
- Friday 01/06/2018 : 09h00-12h00/13h30-16h30

Week 4

- Monday 04/06/2018 : 09h00-12h00/13h30-16h30
- Tuesday 05/06/2018 : 09h00-12h00/13h30-16h30
- Wednesday 06/06/2018 : 09h00-12h00/13h30-16h30
- Thursday 07/06/2018 : 09h00-12h00

IPD3E : Comprehensive Instrument Procedure Design Course : Approach with vertical guidance (PA and APV)

Dates: From Monday 24th of September 2018 to Friday 12th of October 2018

Duration: 14,5 days

Course Schedule :

Week 1

- Monday 24/09/2018 : 09h00-12h00/13h30-16h30
- Tuesday 25/09/2018 : 09h00-12h00/13h30-16h30
- Wednesday 26/09/2018 : 09h00-12h00/13h30-16h30
- Thursday 27/09/2018 : 09h00-12h00/13h30-16h30
- Friday 28/09/2018 : 09h00-12h00/13h30-16h30

Week 2

- Monday 01/10/2018 : 09h00-12h00/13h30-16h30
- Tuesday 02/10/2018 : 09h00-12h00/13h30-16h30
- Wednesday 03/10/2018 : 09h00-12h00/13h30-16h30
- Thursday 04/10/2018 : 09h00-12h00/13h30-16h30
- Friday 05/10/2018 : 09h00-12h00/13h30-16h30

Week 3

- Monday 08/10/2018 : 09h00-12h00/13h30-16h30
- Tuesday 09/10/2018 : 09h00-12h00/13h30-16h30
- Wednesday 10/10/2018 : 09h00-12h00/13h30-16h30
- Thursday 11/10/2018 : 09h00-12h00/13h30-16h30
- Friday 12/10/2018 : 09h00-12h00

These schedules may vary if the tutor is delayed, or in the event of equipment failure, unfavorable weather conditions or any other reasons beyond the control of ENAC.

Location: ENAC Toulouse



The General Conditions of Sale supplied to the Client and shown in Appendix 1 apply in addition to these provisions and are equally binding. However, in case of contradiction, these provisions laying down the special conditions shall take precedence over the General Conditions of Sale.

This Agreement shall take effect on 18th July 2017 and shall remain in force for a term of 12 months notwithstanding the payment of the price in full by the Client terminating it.

CLAUSE 2. Identity of trainee(s)

ENAC shall train the following person:

CLAUSE 3. Financial provisions

In return for the dispensing of this course, the Client shall pay for the following costs:

Cost of course: unit cost ex-VAT € 12 701 × 2 trainees= €25 402 ex-VAT.

This cost includes the tuition fees, the course materials and related teaching expenses, lunches at ENAC Toulouse. It does not include the cost of dinners and accommodation which shall be borne by each trainee.

CLAUSE 4. Terms of payment

Payment for the course shall be due on receipt of the invoice.

The sums due to ENAC shall be paid:

- either by bank check made out to the *Agent Comptable* (Accounts Officer) of ENAC,
- or in cash at ENAC's Accounts Office,
- or by bank transfer to the account opened with the Treasury in the name of ENAC's *Agent Comptable* under the number: 10071 31000 00001001252 22
IBAN: FR76 1007 1310 0000 0010 0125 222
BIC (SWIFT code): TRPUFRP1

- Payment deadline and delayed payment:

Payment must be made no later than 30 (thirty) days from receipt of the invoice.

- If the payment deadline is exceeded:

Pursuant to Article L410-1 of the Commercial Code, the interest rate of penalties for delay is equal to the interest rate applied by the European Central Bank on its most recent refinancing operation increased by 10% (ten percent).

Pursuant to Directive 2011/7/EU and Articles L441-3 and 441-6 of the Commercial Code, a lump sum penalty of 40 (forty) Euros shall be due for the costs of recovery in addition to the penalties for delay.

CLAUSE 5. Compensation, redress or penalty

If the training course is cancelled or dispensed partially because of ENAC, less than ten working days before the start of the course mentioned in Clause 1, ENAC undertakes to reimburse in full the sums paid by the Client for the course.

Initials :



If the training course is cancelled or dispensed partially because of the Client, less than ten working days before the start of the course, ENAC reserves the right to invoice the full price of the course.

The sums due for compensation, redress or penalty are distinct from those due for the dispensing of the course.

These expenses shall be borne by the Client who may not charge them to his mandatory contribution to the financing of ongoing vocational training. They may not form the subject of a request for reimbursement or cover by the Approved Vocational Training Fund.

CLAUSE 6. Attendance sheet

Signing the attendance sheets is mandatory and any trainee who has not signed this document for each half-day of training shall be deemed absent.

CLAUSE 7. Disputes

This Contract is governed by French laws and regulations.

In the event of difficulty regarding the interpretation or performance of this Contract, the Parties shall endeavor to resolve their dispute amicably.

Should the disagreement persist, the Courts of Toulouse shall have sole jurisdiction.

Signed in Toulouse in two originals, on **19th December 2017**

For ENAC,

For ROMANIA CIVIL AERONAUTICAL AUTHORITY

Pour le Directeur et par délégation
La responsable des affaires Financières
de la Direction de l'International et du Développement
de l'Ecole Nationale de l'Aviation Civile

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