

# PANS-OPS Training Services Contract

No. RCAA - 14408

## Between

Romanian Civil Aviation Authority (RCAA)

Sos. Bucuresti-Ploiesti, Nr. 38-40,

Bucuresti ROMANIA Represented

by:

## and

Air Navigation Institute GmbH (ANI)

Terrassenweg 1a

CH-6300 Zug

Represented by

## 1. Training Mandate

Admit selected trainees from The Romanian CAA to the following courses:

- Advanced PBN (June): 3 persons, full course, live streaming.
- Basic Part 1 (October): 1 person, 2 weeks (without project), on-site or live streaming, depending on the sanitary and travel measures.
- Basic Part 2 (November-December): 1 person, 2 weeks (without project), on-site or live streaming, depending on the sanitary and travel measures.
- Basic Part 2 (December): 3 persons, 1 week (only ILS module), on-site or live streaming, depending on the sanitary and travel measures.

## **2. Time and Period and course location**

- Advanced PBN Module : June (10 days), 2021
- Basic Module part 1 without practical project : October (12 days), 2021
- Basic Module part 2 without practical project: November - December (5 days x two sessions), 2021
- ILS Module December (5 days), 2021

The training shall be performed or in live stream (via internet) or at ANI Training Center, Bahnhofstrasse 20, 3800 Interlaken/Switzerland.

## **3. Remuneration and payment terms**

As per quote ANI's Quote 210527-142, total fee is CHF 23,000.

The payment for each module shall be made by RCAA in 30 days from the every invoice date, after the beginning of corresponding module.

## **4. Accommodation/ Transportation**

The attendees organize their travel and accommodation themselves. ANI has a hotel list for download on the website.

## **5. Penalties**

If ANI fails to perform its obligations under the contract, then RCAA is entitled to apply, as a penalties, an amount equal to a percentage of 0,01 % of the price contract for each day of delay until the effective fulfillment of obligations.

If the RCAA does not pay the invoice within the agreed period from art. 3, then ANI is entitled to apply, as a penalties, an amount equal to a percentage of 0,01 % of the of the outstanding payment for each day of delay until the effective fulfillment of obligations.

## **6. Force Majeure**

If any contract party due to force majeure cannot fulfill the contract as a whole or partly, the two parties will agree on how to proceed. If the course is cancelled partly or as a whole, the contract



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becomes null and void for the part that cannot be fulfilled and already paid fees will be reimbursed pro rata.

Alternatively a new date for the courses can be agreed and the contract will stay valid for the new dates.

Note: company-internal travel restrictions do not count as force majeure. Live stream attendance is always possible.

### 7. Termination of the contract

This contract terminates:

- by reaching the deadline;
- by agreement of the parties;
- by termination.

This contract is considered terminated if one of the parties:

- does not perform any of its contractual obligations;
- assigns the contract without the written consent of the other party.

In case of termination of the contract due to the fault of the RCAA, he is obliged to pay the value of the services performed by the ANI until the day before the termination of the contract. In case of termination of the contract through the fault of the ANI, he is obliged to return the amounts paid by the RCAA.

### 8. Additional Agreements

This contract is signed in two copies, one for each party.

**Air Navigation Institute GmbH**

**Romanian Civil Aviation Authority**

Director General:

Head of Financial Department:

Head of SPICE Project:

Legal Adviser:

