



ECOLE NATIONALE DE L'AVIATION CIVILE



## TRAINING COURSE AGREEMENT

No. 210/19

### BETWEEN THE UNDERSIGNED:

The Ecole Nationale de l'Aviation Civile, authorization number 73.31.P.0019.31, a Public Administrative body named "Etablissement Public à Caractère Scientifique, Culturel et Professionnel" (EPCSP) existing under the French law, under the authority of the french Ministry of Transports, with registered number n° 193 112 562 00015, located in 7 avenue Edouard Belin, CS 54005, 31 055 TOULOUSE Cedex 4, France, and represented by its director General, Mr \_\_\_\_\_, or his duly empowered 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.



ÉCOLE NATIONALE DE L'AVIATION CIVILE

## Purpose and term of agreement

ENAC shall organize the following training course:

Name of course:

### **IPD0E – Comprehensive Instrument Procedure Design Course**

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

Dates: From Monday 23<sup>th</sup> of September 2019 to Friday 11<sup>th</sup> of October 2019

Duration: 14,5 days

Course Schedule :

#### **Week 1**

- Monday 23/09/2019 : 09h00-12h00/13h30-16h30
- Tuesday 24/09/2019 : 09h00-12h00/13h30-16h30
- Wednesday 25/09/2019 : 09h00-12h00/13h30-16h30
- Thursday 26/09/2019 : 09h00-12h00/13h30-16h30
- Friday 27/09/2019 : 09h00-12h00/13h30-16h30

#### **Week 2**

- Monday 30/09/2019 : 09h00-12h00/13h30-16h30
- Tuesday 01/10/2019 : 09h00-12h00/13h30-16h30
- Wednesday 02/10/2019 : 09h00-12h00/13h30-16h30
- Thursday 03/10/2019 : 09h00-12h00/13h30-16h30
- Friday 04/10/2019 : 09h00-12h00/13h30-16h30

#### **Week 3**

- Monday 07/10/2019 : 09h00-12h00/13h30-16h30
- Tuesday 08/10/2019 : 09h00-12h00/13h30-16h30
- Wednesday 09/10/2019 : 09h00-12h00/13h30-16h30
- Thursday 10/10/2019 : 09h00-12h00/13h30-16h30
- Friday 11/10/2019 : 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.



ECOLE NATIONALE DE L'AVIATION CIVILE

This Agreement shall take effect on 24<sup>th</sup> May 2019 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 1. Identity of trainee(s)

ENAC shall train the following person:

- STOIAN Valentin

### CLAUSE 2. 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 € 5 760,00 € × 1 trainee = € 5 760,00 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 3. 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.





Centre National de l'Aviation Civile

#### **CLAUSE 4. 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.

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 5. 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 6. Disputes**

This Contract is governed by Belgian 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.

Shall the disagreement to persist, the Courts of Toulouse shall have sole jurisdiction

---

Signed in Toulouse in two originals, on 24<sup>th</sup> May 2019.

For ENAC,

For ROMANIA CIVIL AERONAUTICAL AUTHORITY