

AGREEMENT no. PAŻP/18...../AQLR

concluded on _____ in Warszawa (Warsaw) between:

Polish Air Navigation Services Agency being a state legal person created under the resolution on 08.12.2006 regarding the Polish Air Navigation Services Agency (Journal of Laws, 2019, item 1967) with its registered office in Warszawa 02-147, ul. Wieżowa 8, being a state legal entity established by the regulation on 08.12.2006 in regards to Polish Air Navigation Services Agency (Journal of Laws, 2017 item 1967 as amended) with its registered office in Warszawa 02-147, ul. Wieżowej 8, REGON: 140886771, NIP (VAT identification number): PL 5222838321

Represented by:

..... –, as authorised by/2018 dated

Hereinafter referred to as „**The Buyer**” or „The Party”

and

..... with its registered office, registered in the Trade Register under the number, VAT No.

Represented by:

..... - as authorised dated2018

Hereinafter referred to as „**The Seller**” or „The Party”,

Jointly referred as „**The Parties**”,

An agreement has been signed, hereinafter referred to as “**The Agreement**”.

§ 1 Subject of the Agreement

- (1) The subject of the following Agreement is carrying out the following Trainings by the Seller:
refresher training in the scope of service and maintenance of T6T, TRG, 3060 for
16 employees in 2 (two) groups:
Group I - 2 training days in the scope of T6T and TRG
Group II - 3 training days in the scope of T6T, TRG and 3060.
Detailed time will be fixed within 14 days after signing of the contract.
- (2) The services carried out by the Seller for the Buyer are described in detail in Annex 1 to the Agreement (Program) .
- (3) The Buyer shall pay the Seller the price for the services under the terms and conditions agreed hereinafter.
- (4) The Training will be performed at the headquarters of the Buyer, at 72-100 Goleniów - Place of Performance.
- (5) After accomplishing of the Training the Seller will issue and hand over to the Buyer respective certificate/certificates for each student.

§ 2 Price

- (1) The Total Price of Training provided for max. 16 employees during the period agreed between Parties as referred to in § 1 section 1 of the Agreement amounts to for (in words:) including:
 - a) group I:
 - b) group II:
- (2) The Total Price of Training includes all elements related to the execution of the Agreement and in particular:
 - a. the cost of training for up to 16 employees designated by the Buyer in two training groups;
 - b. the cost of training materials and manuals for each participant
 - c. the certification
 - d. coach's accommodation, travel and living costs.
- (3) Should the services be subject to Value Added Tax (VAT), the invoice issued by the Seller will include an information about applying the mechanism of "reverse charge".
- (4) The price mentioned in the section 1 above constitutes the entire remuneration that the Buyer is obliged to pay the Seller for the execution of the Agreement.

§ 3 Payment Conditions

- (1) The price mentioned in article 2 of the Agreement for the training shall be paid on the bank account indicated on invoices.
- (2) The payment shall be made within 14 days of the date of the delivery to the Buyer the following documents for each training group:
 - a) originally signed commercial invoice, correctly issued, made out to the Buyer,
 - b) copies of certificates issued for all participants received by the Buyer according to the paragraph 1 of the Agreement.
- (3) The documents referred to in section 2 a) above shall be noticed to the Buyer not later than the end of the month following the completion of the training of each group.
- (4) The payment mentioned in section (1) and (2) above shall be considered to be made by the Buyer on the day on which the Buyer's bank account will be charged a transfer effected on account of the Seller.
- (5) In case of delayed payment, the Seller shall charge legal interest on the delayed amount according to Polish law.
- (6) In case of delays in delivery of invoices the Buyer may charge The Seller penalties in the amount of interest the Buyer has to pay due to delays in the settlement of taxes.

§ 4 Copyright

The Seller reserves all rights including rights relating to translations, reprinting and reproduction of training and seminar materials or parts thereof. It shall not be permitted without the written consent of the Seller to reproduce, process, duplicate, distribute or publicly broadcast (especially using electronic systems) any part or excerpt of the Training materials, not even for the purpose of preparing a lesson.

§ 5 Schedule

- (1) In case when it is necessary to change the agreed time schedule of the Training, the Seller shall inform the Buyer in writing about it. In order to enable the stay in hotel and flight cancellation in appropriate time, such information should reach the Buyer 5 days before the initially planned commencement of the training services, at the latest.
- (2) In case of situation specified in section 1 above the Parties shall agree by negotiations the new time schedule of the Training. In order to avoid any doubts the Party jointly stipulate that the Training must be completed till 31.12.2018.

§ 6 Liability

- (1) Subject to provisions of paragraph 5 of the Agreement in the event the Training is not conducted or its part is not conducted and the Seller will be responsible for this, the Buyer has the right to charge the Seller a stipulated penalty to the amount equivalent to 5 % of the agreed Price specified in paragraph 2 section 1 of the Agreement. In such case the Seller is obliged to conduct the Training or the not conducted part of it on the date agreed between the Parties and the agreed Price shall be payable after the Training completion.
- (2) In the case when the students of the Buyer do not take part of Training, exclusively because of their fault or the fault of the Buyer, the Buyer shall be obliged to pay the Price agreed in the Agreement.
- (3) In the event any of the Parties cancels the Agreement within the time shorter than 10 days before the Training start date agreed in paragraph 1 section 1 of the Agreement, the cancelling Party shall pay the other Party 50 % of the agreed Price mentioned in paragraph 2 section 1 of the Agreement. In the event the Agreement is cancelled within the time shorter than 5 days before the Training start date agreed in paragraph 1 section 1 of the Agreement – 100 % of the agreed Price mentioned in paragraph 2 section 1 of the Agreement.

§ 7 Force Majeure

- (1) The event and circumstances of an extraordinary character, which may take place after signing of the Agreement, which are beyond the control of the Seller or the Buyer and which cannot be reasonably foreseen such as earthquakes, flood, fire, or other natural physical disasters, epidemics, war, hostilities, rebellion, revolution, civil war, riot, commotion, strikes, acts of state and all other cases which parties cannot foresee and which make impossible any fulfilment of the contractual obligations entirely or partly shall be deemed as Force Majeure. No Party shall be liable for delay or failure to perform which is due to this Force Majeure.
- (2) The Party referring to the Force Majeure is bound to inform the other Party immediately in writing when such an event has occurred and state the circumstances and reason of its occurrence.

§ 8 Duration

The Agreement comes into force on the day of signature by the last Party. The Agreement ends with fulfilment of all rights and duties out of the Agreement by the Parties not later than to 31.12.2017.

§ 9 Dispute resolution

- (1) The Buyer and the Seller shall endeavour to settle amicably, by negotiations, any disputes and differences that might arise between them in connection with the Agreement.
- (2) Should within a period of 21 (twenty-one) days of such informal negotiations the Buyer and the Seller be unable to reach an amicable settlement of such dispute or differences, any of the Parties shall be entitled to refer the matter to court competent with respect to the seat of the Buyer.
- (3) The Agreement shall be governed by the Polish Law.

§ 10 Miscellaneous

- (1) In case of invalidity of a term or condition of the Agreement, the validity of the remaining terms and conditions remains unchanged.
- (2) The present Agreement has 1 Annex which is an integral part of the Agreement
- (3) In case of conflict between the provision of the present Agreement and those of the Annex hereto, the Agreement shall prevail.

§ 11 Confidentiality

The Parties hereby declare that any personal data obtained in connection with the performance of the present Agreement shall be with treated with appropriate warranties and confidentiality according to the law provisions applicable to each Party.

§ 12 Communication and Addresses

All communication relating to the present Agreement shall be made in writing to the following addresses:

For the Buyer:

PANSA, Polish Air Navigation Services Agency
ul. Wieszowa 8,
02-147 Warszawa, POLAND
Attn. Jolanta Dolińska
Email: Jolanta.dolinska@pansa.pl

For the Seller:

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Attn.

Email:

§ 13 Final provisions

The Agreement has been made in 2 (two) identical counterparts in the English language, one for Buyer and one for the Seller and also in 2 (two) identical versions in the Polish language, one for Buyer and one for the Seller. In case of any contradiction between the English and the Polish version, the Polish version of the Agreement shall prevail in any event.

Annex no 1 - Program

Read and approved
for the Seller

Read and approved
for the Buyer
