



JOHN MOLSON  
SCHOOL OF BUSINESS

Executive Centre

AGREEMENT MADE THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2020

BETWEEN:

**CONCORDIA UNIVERSITY**, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69., having its head office at 1455 de Maisonneuve Boulevard West, suite GM-801, City of Montreal, Province of Quebec, H3G 1M8, (the "**University**"), herein acting and represented by Sandra Betton, Associate Dean, Professional Graduate Programs, John Molson School of Business, duly authorized as she so declares

AND:

**Republic of Armenia Yerevan, Civil Aviation Committee** having its registered office at Zvartnots Airport, 0042, Yerevan, Republic of Armenia (the "**Organization**"), herein acting and represented by Mikayel Zalinyan, General Secretary, Civil Aviation Committee, duly authorized as he so declares.

**WHEREAS** the University's Executive Centre specializes in training and development programs and services, both in English and French, to multinational firms, government agencies, and private companies.

**WHEREAS** the Organization has requested that the University's Executive Centre assist the Organization to determine training and development needs and specific learning objectives, in order to develop and deliver a customized training program.

**NOW THEREFORE** in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and the Organization (the "**Parties**") agree as follows:

1 GENERAL OBLIGATIONS OF THE UNIVERSITY

- 1.1 The University agrees to provide the Organization with the instructor for the program to be known as "AVSEC PMC" as more fully described in Section 3.1, (referred to herein as the 'Program'). A program may be comprised of one or more training sessions.
- 1.2 The fee for such a Program include, the instructor's fees, comprehensive course materials for the participant and any assessments and handout materials required.



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**2 GENERAL OBLIGATIONS OF THE ORGANIZATION**

2.1 The Organization shall be responsible for the fee for the Program as set out in Sections 3.2 and 3.3 below.

REPUBLIC OF ARMENIA YEREVAN 0042, AIRPORT ZVARTNOTS  
CIVIL AVIATION COMMITTEE  
TAX CODE 01204231  
BANK ACCOUNT details: Central Treasury 900011207082

2.2 Where the Program is delivered outside of Concordia University, the Organization shall be responsible for providing audio-visual equipment that will be necessary for the participant(s).

**3 FEES AND LOCATION**

3.1 The following table provides details regarding the Program, its corresponding instructor, date(s), location, and fees.

Program	Date(s)	Location	Fees (CAD)
AVSEC PMC	September 21 to December 11, 2020	Virtual Delivery	\$5,400.00CAD
<b>Total before taxes</b>			<b>\$5,400.00</b>
GST (5%)			N/A
QST (9.975%)			N/A
<b>Total after taxes</b>			<b>\$5,400.00</b>

3.2 The fees for the Seminar shall be **Five Thousand and Four Hundred Canadian dollars (\$5,400)**, plus applicable taxes, for a group not to exceed **one (1) participant**.

3.3 If the number of participants exceeds one (1) the Organization agrees to be an an additional fee of **Five Thousand and four hundred Canadian dollars (\$5,400)** for each additional participant.

3.4 The Organization shall advise the University, in writing, with the number and name(s) of the Seminar participants no later than **ten (10) business days** prior to first date appearing in Section 3.1 above as the Seminar date(s). For the purposes of this Agreement, business day shall mean any

day other than Saturday, Sunday or statutory holidays in the Province of Quebec.

3.5 The fees for the Seminar shall be payable upon receipt of the invoice by the Organization.

#### 4 CANCELLATION OR POSTPONEMENT OF TRAINING SESSIONS

##### Cancellations, Refunds or Deferrals

4.1 A 7% administration fee will be withheld from every cancellation/refund. If you need to cancel your participation in one of our programs, you must provide a written request a minimum of 25 business days before the program start date in order to receive a full refund. If the cancellation or request is received between 15 to 24 business days before the program start date, you will receive a refund of 50 percent of the program fee. If the request is received 11 to 14 business days before the program start date, you will receive a refund of 25 percent of the program fee. No refund is available if the cancellation request is received less than 10 business days before the program start date.

If you wish to defer your registration to another program or another session of the program you have chosen, you must provide a written request a minimum of 25 business days before the program start date in order to do so free of charge. Any deferral request occurring 24 business days or less before the program start date is subject to an administration fee of \$150 (CAD).

Only one deferral shall be granted per program fee. No refund is available once a deferral has been made. Deferrals cannot be requested once the program/course has begun, with the exception of a force majeure, beyond the control of the participant that renders their participation impossible. In these cases, a medical note and/or other form of proof which explains the inability to complete the course must be provided.

#### 5 TERMINATION; SUSPENSION OF SERVICES

##### 5.1 A Right to Terminate

Either Party may terminate this Agreement at any time with immediate effect by giving notice to the other Party upon the occurrence of:

- (i) The insolvency or initiation of bankruptcy or receivership proceedings by or against either Party hereto;
- (ii) The execution of an assignment for the benefit of creditors or the seeking of relief by either Party hereto under any applicable bankruptcy, organization, moratorium or similar debtor relief laws (it being understood that the execution of any third party financing agreement(s) shall not constitute an event of default hereunder);

- (iii) The failure by the University or the Organization, as the case may be, to materially perform or observe any term, condition or covenant to be performed by such Party hereunder which failure has not been cured within **twenty (20) business days** after notice of such breach is delivered to the Party who committed such breach; or
- (iv) The appointment of a receiver for the University or the Organization or any of its respective assets or properties, which has not been dismissed, vacated or stayed within **thirty (30) days** of such appointment.

## 6 LIABILITY

- 6.1 The total liability of the University under this Agreement, for any cause, shall be limited to the fees paid by the Organization and received by the University.

## 7 NOTICES

- 7.1 **Counterparts; Electronic Transmission.** This Agreement may be executed in two or more counterparts (any of which may be delivered by email transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 8 BINDING EFFECT

- 8.1 All covenants and obligations herein shall enure to the benefit of, and be enforceable by or against the Parties hereto and their respective heirs, successors and assigns.
- 8.2 This Agreement may not be assigned by either Party, in whole or in part, without the other Party's prior written consent. Assignment shall not relieve either Party of its obligations hereunder.
- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Quebec for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

## 9 MISCELLANEOUS

- 9.1 **Force Majeure** - No Party to this Agreement shall be liable to the other Party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to circumstances beyond its control, including but not limited to, any fire, power failure, labour dispute or government measure ("Force Majeure").
- 9.2 **Survival** - The following Sections and Schedule shall survive the expiration or termination of this Agreement regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 3 Fees and Location Section 5

Liability; Section 6 Subsequent Activities; Section 8 Binding Effect; and a duly executed Schedule A Off Campus Confirmation Form.

- 9.3 Severability - If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.
- 9.4 Waiver -A waiver of any provision of this Agreement shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.
- 9.5 Amendment - This Agreement may only be amended by written agreement duly executed by authorized representatives of the Parties.
- 9.6 Language -The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux presentes ont exige que la presente entente, de meme que toute la correspondance et la documentation relative a cette entente, soient redigees en langue anglaise.
- 9.7 Entire Agreement - This Agreement shall constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.

The Parties have read the present Agreement, understand it, and agree to be bound by its terms and conditions. The Parties have caused this Agreement to be executed at Montreal, this 14st day of September, 2020.

**CONCORDIA UNIVERSITY**

SIGNATURE:

*Sandra Betton*

Sandra Betton, PhD, CFA  
Associate Dean, Professional Graduate Programs  
John Molson School of Business

**Republic of Armenia, Civil Aviation Committee**

SIGNATURE:

*Mikayel Zalinyan*

Mikayel Zalinyan  
General Secretary of Civil Aviation Committee Republic of Armenia