

Agreement for the Supply of Training Services

Parties:

Global Air Training Ltd Limited, a company registered in England and having its registered office at Global House, Worley Court, Bolesworth Road, Tattenhall, Cheshire CH3 9HL, UK, represented by Ms Dianne Worby, Director (*hereinafter referred to as "Global Air Training Ltd"*).

and

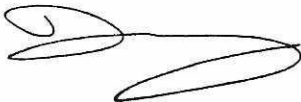
Civil Aviation Authority, Republic of Armenia
(*hereinafter referred to as "Client"*)

It is hereby agreed that:

1. The Client accepts the Training Services subject to the terms and conditions of this Agreement as set out in the attached schedule.
2. Global Air Training Ltd will carry out the Training Services subject to the terms and conditions of this Agreement as set out in the attached schedule.

Global Air Training Ltd Limited by

Civil Aviation Authority, Republic of Armenia



.....
(Director/Authorised Signatory)

Full Name: Dianne Worby

Date: 03 December 2021

Position: Director


.....
(Director/Authorised Signatory)
Full Name: *Mikael Zalyan*
Date: *06.12.21*
.....


Position: *Secretary General*



Agreement Summary

Course Start/End Date	13 th December (one day course)
Course Title	Online Crew Resource Management Trainer Refresher Course
Number of Participants	One
Training Location	Online via Zoom
Course Price UK £	£350 UK Pounds Nett
Payment Terms	<p>Payment of £350.00 UK pounds to be received 14 days prior to course commencement.</p> <p>Please note payment is now overdue for the course commencing on the 13th.</p>
Other notes	Invoices will be sent to the address specified in this agreement
VAT rate %	VAT 0% (RoW)



1 Definitions

Unless the context otherwise requires the following words or phrases will have the following meaning:

"Agreement"	The terms and conditions between Global Air Training Ltd and the Client for the provision of Training Services;
"Conditions"	These terms and conditions;
"Parties"	Global Air Training Ltd and the Client;
"Training Services"	The Training Services to be performed by Global Air Training Ltd as set out in the Agreement Summary;
"Location"	The place at which the Training Services are to be provided by Global Air Training Ltd as set out in the Agreement Summary;
"Trainer"	The person delivering the Training Services.

2 Commencement and Duration

- 2.1 This Agreement will commence on the date signed until either:
- 2.2 Fulfilment of the Agreement; or
- 2.3 Termination of the Agreement is agreed in writing between the Parties.

3 Training Services

- 3.1 Global Air Training Ltd will provide the Training Services as detailed in the Agreement Summary and Annex 1 to the Client.
- 3.2 Any services provided by Global Air Training Ltd to the Client which are outside the scope of this Agreement, must be agreed in writing prior to such services being carried out, and if no fee is agreed for this work, Global Air Training Ltd will be paid on a time and materials basis at our standard rates of charges, or otherwise at a reasonable rate.
- 3.3 The Training Services will be provided at the Location specified in the Agreement Summary.
- 3.4 The qualification/approvals/licenses of the person designated to conduct the training shall be in accordance with EASA regulations.
- 3.5 The only representations and undertakings Global Air Training Ltd make concerning the performance of the Training Services are those expressly set out in this Agreement. All other guarantees, warranties, undertakings, representations, expressed or implied, by statute or otherwise, are excluded from this Agreement. There will be no obligation to correct or re-perform any of the Training Services except at your direction in accordance with the terms and applicable charge rates set out in this Agreement.

4 Intellectual Property

- 4.1 All supplied course training materials are copyright by Global Air Training Ltd. All rights are reserved. Materials may not be reproduced or transmitted in any form, by any means (electronic, photocopying, recording, or otherwise) without the express permission of Global Air Training Ltd except in accordance with 4.2.
- 4.2 License is granted to the course participants for use of the course materials for the purpose of training employees of the respective participant companies only. The licencees may make copies as required for the above purpose. The course materials may not be used for training delivered for reward.
- 4.3 GAT retains ownership of the course materials. This license agreement does not transfer title or ownership to the licencees. The licencees may not resell this publication without the express permission of GAT.
- 4.4 For the purpose of the training covered by this agreement, course materials and course certificates will be branded with the respective logo of Global Air Training.

5 Transfers and Cancellations

- 5.1 If the Client wishes to cancel the course, the following fees shall apply;

Days' notice of cancellation prior to the commencement of the Course Date	% of Fees to Pay
30+ days	0%
30 – 10 days	20%
10 days or less	100%

- 5.2 A substitute delegate may be provided at no cost if those identified in the Agreement Summary are unable to attend.
- 5.3 Notification of any cancellation must be made in writing to Global Air Training Ltd which can be in the form of email. The date of Receipt of notification is taken as the day of notification of cancellation.

6 Fees and Expenses

- 6.1 Global Air Training Ltd will invoice the Client for the Training Services in accordance with the Rate specified in the Agreement Summary.
- 6.2 Invoices are payable prior to the commencement date of the training.
- 6.3 In the event of late payment, we may at our option and without prejudice to any other remedy at any time after payment has become due, terminate or suspend performance of this Agreement.

7 Obligations of the Client

The Client agrees to:

- 7.1 Pay for the Training Services and associated expenses under the terms of this Agreement;
- 7.2 Ensure that your Delegate(s) co-operate with our Trainer(s) in relation to the provision of the Training Services;

Where the Location for the Training Services are at the Client site, the Client agrees to:

- 7.3 Provide at no charge data projector, flipchart or whiteboard, authorised access to your computer systems and full access to the areas in which the Training Services are to be performed at the Location to enable our Trainer(s) to perform the Training Services;
- 7.4 Take all reasonable steps to ensure the health and safety of the Trainer(s) while they are at your sites;
- 7.5 Provide guidance to the Trainer(s) on any relevant rules, regulations, health and safety policies (and other such policies) to be complied with at your sites;
- 7.6 Ensure that any equipment or materials which the Trainer(s) are asked to use for the purpose of the Training Services are safe, of satisfactory quality and fit for purpose

8 Non-disclosure of confidential Information

- 8.1 Global Air Training Ltd and the Client recognise that we may each receive confidential information under this Agreement. Both Parties agree that they will use all reasonable endeavours to maintain as confidential all information received.
- 8.2 The Recipient must:
 - 8.2.1 Keep the Disclosor Confidential Information strictly confidential;
 - 8.2.2 Not disclose the Disclosor Confidential Information to any person without the Disclosor's prior written consent
 - 8.2.3 Use the same degree of care to protect the confidentiality of the Disclosor Confidential Information as the Recipient uses to protect the Recipient's own confidential information of a similar nature, being at least a reasonable degree of care;
 - 8.2.4 Act in good faith at all times in relation to the Disclosor Confidential Information]; and
 - 8.2.5 Not use any of the Disclosor Confidential Information for any purpose other than fulfilling the Training Services.

9 Force Majeure

- 9.1 Neither Global Air Training Ltd nor the Client will be liable to the other party for any delay or failure to perform its obligations under this Agreement as a result of any cause beyond reasonable control and includes but is not limited to:
 - 9.1.1 Act of God, flood, tempest, fire or accident;
 - 9.1.2 War or threat of war, sabotage, insurrections, civil disturbance or requisition;
 - 9.1.3 Act, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; and

- 9.1.4 Strikes, lock-outs or other industrial actions or disputes.
- 9.1.5 Government restrictions, including denial or cancellation of any visa, or other license and recommendations against travel.
- 9.2 If the Force Majeure in question prevails for a period of at least 90 days, either party will be entitled to terminate this Agreement by notice in writing.

10 Assignment

- 10.1 Neither party is entitled to assign or otherwise transfer all or any of its rights, duties, liabilities or obligations under the Agreement without prior written consent of the other party.

11 Indemnities and Limits of Liability

- 11.1 The Client hereby agrees that the liability of Global Air Training Ltd is limited for this Agreement and that the fees have been calculated accordingly.
- 11.2 If Global Air Training Ltd fail to comply with any of our obligations under this Agreement, we shall be entitled to be given a reasonable opportunity to correct any errors and to comply with our obligation before any claim is made or the Agreement is terminated.
- 11.3 Global Air Training Ltd will have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client that are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault, act or omission of the Client.
- 11.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 11.5 Global Air Training Ltd total aggregate liability to the Client for this Agreement (including liability for interest and costs) shall not exceed the fees paid to Global Air Training Ltd under this Agreement.

12 Entire Agreement and Variation

- 12.1 The Agreement together with any documents referred to in it constitutes the entire agreement between Global Air Training Ltd and the Client and the remedies included shall be the exclusive remedies. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law, and neither party is relying on any representation other than expressly set out in this Agreement. No variation to the terms of this Agreement is permitted unless expressly agreed in writing between Global Air Training Ltd and the Client.

13 Severance

- 13.1 If any of the provisions in this Agreement is held by any court or other competent authority to be invalid or unenforceable, Global Air Training Ltd and the Client agree to amend and modify the provisions so as to achieve as far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable. The continuation in full force and effect of the remainder of the provisions shall not be affected.

14 Law

- 14.1 This Agreement is governed by and construed in accordance with the laws of England and is subject to the exclusive jurisdiction of the English Courts.

