



TRAINING SERVICE AGREEMENT
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Concluded by and Between

Stichting Beheer JAA Training Organisation (JAA TO)

And

Civil Aviation Committee of the Republic of Armenia



COOPERATION AGREEMENT

concluded by and between

Stichting Beheer JAA Training Organisation, hereafter referred to as: "**JAA TO**", the only associated body of the EUROPEAN CIVIL AVIATION CONFERENCE (ECAC)

Beechavenue 1-19, 1119 RA, Schiphol-Rijk, the Netherlands,

Chamber of Commerce no.: 41225767

represented by Murat Yalcin | Director Sales, Marketing & Operations (hereinafter referred to as "**JAA TO**")

and

Civil Aviation Committee of the Republic of Armenia

Zvartnots Airport

0042 Yerevan

Republic of Armenia

(hereinafter referred to as "**Client**")

(both organisations hereinafter referred to as "Party", or collectively referred to as "**Parties**")

WHEREAS

1. JAA TO provides high-quality training courses in the field of aviation safety.
2. The Client wishes to have training courses delivered at its own premises for a group of participants.



I. Definitions

Cancellation: cancellation of the Training Service by either Party, including change of the Course Date.

Certificates: Certificate of Attendance, Certificate of Accomplishment

- **Certificate of Attendance:** a JAA TO/ECAC Certificate issued for Participants following their full attendance to, and payment for, a Training Course.
- **Certificate of Accomplishment:** a JAA TO/ECAC Certificate issued for Participants following their full attendance to a Training Course and passing of the JAA TO Examination where applicable, and opted for.

Course Date: the date of the Training Course(s), as agreed by the Parties. **(23 – 27 June 2025)**

Employees of the Client: persons working for the Client under a valid employment contract at the time of registration.

Examination: exams developed and evaluated by JAA TO, if applicable.

Expenses: expenses incurred in relation to the provision of the Training Course, as defined under clause X.

General Terms and Conditions: General Terms and Conditions for Training Courses outside JAA TO premises.

Instructor: a trainer contracted by JAA TO or by any of its Partner Organisations, and provided by JAA TO for the delivery of the requested training course.

JAA TO website: www.jaato.com

List of Attendance: the form attached to this Agreement under Annex 1, to be signed, on each day of the Training Course, by all Participants registered for and present at the Training Course.

Location: location of the Training Course, as defined under clause IV.1

Participants: persons registered for the Training Courses. JAA TO may set a limit on the maximum number of Participants.

Partner Organisation: organisations with which JAA TO has an agreement for cooperation in the provision of training services

Price: the fee due for the Training Service, as defined under clause XI.

Training Course(s): *ICAO TRAINAIR PLUS - Training Instructors Course (TIC).*



Training Course Materials: includes any and all materials that contain the content delivered during the Training Courses.

Training Service: the delivery of Training Courses and the issuance of the JAA TO / ECAC Certificates.

II. Term and Termination

1. This Agreement shall enter into force upon signature and shall be in force until the completion of the Training Service.
2. If either Party materially breaches this Agreement and fails to remedy the breach within 30 days after receipt of the written notice of the other Party requesting remedies, the other Party shall have the right to terminate this Agreement with immediate effect. For the avoidance of doubt, a material breach shall include but not limited to failure to make payments, or misuse of JAA TO's intellectual property.
3. In case of termination of this Agreement, any and all expenses incurred by either Party preceding and after such termination in relation to the performance of this Agreement, shall be paid by the other Party, no later than on the last day of the term of this Agreement, unless otherwise agreed by the Parties in writing.

III. Rights and Responsibilities of Client

1. Unless otherwise agreed, in writing, Client shall ensure that the Participants are Employees of the Client.
2. Client shall ensure that all Participants meet the pre-requisites of the Training Course as defined by JAA TO. Unless otherwise agreed, the pre-requisites defined on the JAA TO website under the respective Training Course shall apply.
3. JAA TO shall arrange hotel accommodation for Instructors from the day preceding the Course Date until the last scheduled day of the Training Course or one day after, as applicable according to the flight arrangements of the Instructor. The accommodation shall be single room hotel accommodation at a hotel of international business standard equivalent to no less than a four-star rating and convenient to the Venue during the Course Delivery Dates. The hotel shall provide



breakfast, internet access, business centre facilities and a secure environment for the Instructor(s).
The cost of the hotel arrangement is included in the course fee.

4. Client acknowledges that JAA TO will purchase flight tickets for the Instructors. For flights exceeding 5 hours, JAA TO will purchase business class tickets. The cost of the flight arrangement is included in the course fee.
5. Client acknowledges that JAA TO will arrange transportation for the Instructor from the airport to the hotel, between the hotel and the course location, and from the course location or hotel (as applicable) to the airport. The cost of the local transportation is included in the course fee.
6. Client shall nominate one person within its organisation as Training Coordinator and shall inform JAA TO of the name and contact details of the Training Coordinator. The Training Coordinator shall closely cooperate with JAA TO, shall promptly provide JAA TO with all information requested and shall ensure that the Daily List of Participants form, attached to this Agreement under Annex 1, is filled in, signed by all participants, and sent to JAA TO in a timely manner.
7. Client shall provide the Instructor with beverages and light meal during training hours.
8. As a minimum requirement, Client shall ensure that the training facilities are at suitable temperature and with sufficient lighting and ventilation and equipped with:
 - marker board or flip charts and writing implements;
 - laptop or desktop with beamer/projector and screen;
 - classroom or teaching space with desks/writing surfaces;
 - adequate toilet facilities.
9. Client shall preferably provide Internet access from the laptop or desktop used by the Instructor at the training facilities during training hours.
10. Client acknowledges that the maximum number of Participants is **11**. This number shall in no way be exceeded.
11. Client shall provide JAA TO, in electronic format, with a list of participants in MS Excel containing the full name, job title, e-mail address and company name of each participant.
12. Client shall ensure that an assistant is present during training hours, in order to provide any kind of assistance if and when required for the performance of the Training Courses.



13. Client acknowledges that JAA TO will provide the Training Course Materials or Certificates in electronic format.

14. Client shall ensure that Instructors delivering a Training Course are covered by the insurance procured by Client against damages occurring at their premises.

IV. Rights and Responsibilities of JAA TO

1. JAA TO shall deliver the Training Course in **Yerevan, Republic of Armenia**.
2. JAA TO shall deliver the course in English language.
3. JAA TO shall provide one set of Training Course Materials per Participant.
4. JAA TO shall issue and provide Participants who fully attended the training course and signed the daily List of Attendance (Annex I) with Certificates in electronic format.

V. Delivery of Training Course Materials

1. JAA TO will provide the Training Course Materials and/or Certificates in electronic format.

VI. Certificates

1. Certificates shall be issued by JAA TO and shall be sent to Client upon receipt of full payment of the course fee and the signed List of Attendance from the Client. The Client shall hand over the Certificates to the Participants.
2. All digital certificates can be re-issued free of charge. If a physical copy is requested via post/cargo, 20 EUR/Certificate shall be paid by the Client or by the person whose Certificate shall be (re-)issued.



VII. Cancellation

1. Cancellation by JAA TO

In the event JAA TO cancels the Training Course for reasons other than those defined under clause XI.2, JAA TO shall reimburse the Course Fee already paid by the Client.

2. Cancellation by or attributable to Client

In the event Client cancels the Training Course or in the Event JAA TO cancels a Training Course in accordance with clause XI.2, Client shall be liable for any and all costs incurred by such cancellation, including but not limited to the costs of preparation of Training Course Materials, travel and hotel arrangements for the Instructor by JAA TO and loss of revenue. Client shall bear the costs of (or, alternatively, reimburse to JAA TO) the hotel and travel expenses already incurred by Client, if any, in relation to the arrangements for the Instructors, provided that these bookings cannot be cancelled with the hotel and the airline respectively. In the event the booking can be cancelled Client shall only be responsible to reimburse the fee charged by the hotel and/or the airline for the cancellation. JAA TO shall provide Client with all correspondence and invoices related to the cancellation.

VIII. Applicability of the General Terms and Conditions

The General Terms and Conditions are attached to this Agreement under Annex 2.

The General Terms and Conditions shall be applicable for the performance of this Agreement. In case this Agreement contains provisions differing from those of the General Terms and Conditions, the provisions of this Agreement shall prevail.



1. Costs of hotel accommodation of the Instructor shall be borne by JAA TO, in accordance with clause III.3.
2. The costs of the flight ticket of the Instructor shall be borne by JAA TO, in accordance with clause III.4.

X. Price and Value Added Tax

Client shall pay **12,157.15 EUR** (price excluded VAT) for the provision of the Training Service. The Price includes tuition fee, provision of Training Course Materials and JAA TO / ECAC Certificate of Attendance, examination and JAA TO / ECAC Certificate of Accomplishment (provided that participants pass the examination). VAT may be taxed, according to the following.

EU countries VAT laws are based on the 2006/112 EU VAT Directive, that prescribes that certain services may be taxed in the country where the Client's entity has established its business. Also, the directive prescribes that certain services of a scientific and educational nature may be taxed where the actual supply takes place. Value Added Tax (VAT) should be in line with the country specific requirements, therefore, it depends if and where VAT is taxed by JAA TO.

JAA TO is exempt from VAT in the Netherlands under Article 11, paragraph 1, section O of the (Dutch) Value Added Tax Act 1968. There is also an exemption in the VAT Directive in respect of vocational / educational training. Where an exemption is available there should be no need for JAA TO to register for VAT and to account VAT on the provided services.

Accordingly, for EU Countries, JAA TO may have to register and charge local VAT. Local legislation may also prescribe the reverse charge mechanism. This mechanism moves the responsibility for the reporting of a VAT transaction from JAA TO to the buyer of the training. When this mechanism is applicable, JAA TO will not charge local VAT and mention "Reverse charge" on the invoice.

For Non-EU Countries, charging of local Indirect tax should also be in line with the country specific tax requirements. Accordingly, JAA TO may have to register and charge local VAT. If applicable under local indirect tax legislation, VAT is calculated and paid to the related tax office in



the Client's country of residence, or where the training is given by JAA TO, on behalf of the non-resident company (i.e. JAA TO).

XI. Payment of Expenses and Price

1. All expenses shall be paid according to the specifications of the invoice issued by JAA TO.
2. The Price shall be paid in full prior to the commencement of training activities.
3. Payment shall be made by money transfer to the bank account of JAA TO in the Netherlands:

ABN AMRO Bank No. 43.88.96.815

Gustav Mahlerlaan 10

1082 PP Amsterdam, The Netherlands

SWIFT: ABNANL2A

IBAN: NL18ABNA0438896815

4. All payments, including reimbursement of Expenses, shall be made in Euro and without set-off or counterclaim, and free and clear of and without deduction for or on account of any present or future taxes, including but not limited to withholding taxes, levies, imposts, duties, deductions, withholdings. If Client is compelled by law to deduct any such taxes, he shall pay such additional amounts as required so as to ensure that the net amount remaining after the deduction of such taxes is equal to the amount due to JAA TO under this Agreement.
5. Where applicable, value added tax shall be paid by the Client.
6. Payments shall be considered made when the amount due is credited on the bank account of JAA TO.



XII. Late Payment

1. In the event of late payment of any Expenses, the Client shall pay 5% default interest per month. Each calendar month to which the delay extends shall be considered a full month in respect of the payment of default interest, irrespective of the number of days elapsed until payment.
2. In the event Client has failed to settle the payment of the full course fee or any of the Expenses until 24 hours before the scheduled start time of the course, JAA TO shall have the right to cancel the Training Course.

XIII. Use of trademarks, intellectual property

1. JAA TO owns certain proprietary rights and interests in and to the JAA and JAA TO trademark and logo. JAA TO may from time to time authorise or direct Client to use, in connection with the provision of Training Courses, such trademark and logo.
2. Nothing in this Agreement shall be construed as authorising or permitting Client to use the JAA TO Training Materials, logo and trademarks.
3. Client hereby acknowledges that JAA TO shall have copyrights on any and all materials, including but not limited Training Course Materials, any documents, whether electronic or in hard copy or in any other media form, developed by JAA TO and handed over to Client, Participants or the interpreter. Such materials shall remain the sole property of JAA TO, shall not be disclosed to third parties and shall not be used for any purposes inconsistent with the scope and provisions of this Agreement. Client undertakes to inform the Participants and the interpreter accordingly. Client shall be liable towards JAA TO by any infringement of these provisions by Client, Participants or the interpreter.
4. Client shall not develop, create, generate, own or use in any manner any electronic medium (including but not limited to, any Internet home page, e-mail address, website, domain name) which in any way uses or displays any of the JAA TO's logo, trademarks, or any words, symbols, or terms confusingly similar thereto, without the express written consent of JAA TO. The conditions set out in the consent shall be respected.



5. Client shall not copy, modify, publish, distribute, sell, use for commercial purposes or transfer any materials available on the website of JAA TO without the prior, written consent of JAA TO.

XIV. Confidentiality

1. During the term of this Agreement and for a period of three years after termination or expiration thereof, the Receiving Party shall:
 - a) keep all Confidential Information secret and confidential;
 - b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with paragraphs 2 and 3 of this Article; and
 - c) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.
2. During the term of this Agreement the Receiving Party may disclose the Confidential Information to its directors, employees, sub-contractors and agents (the '**Recipients**') to the extent that it is reasonably necessary for the purposes of this Agreement.
3. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a Party to this Agreement.
4. Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party.
5. The obligations contained in Clauses XIII.1. and XIII.3. shall not apply to any Confidential Information which:
 - a) is at the date of this Agreement or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;



- b) can be shown by the Receiving Party to have been lawfully known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;
- c) subsequently comes lawfully into the possession of the Receiving Party from a third Party; or
- d) is required to be disclosed by law or by any regulatory authority having jurisdiction over either Party.

6. For the purpose of this Clause, '**Confidential Information**' shall mean all information of a secret or confidential nature disclosed, whether in writing, verbally or by any other means and whether directly or indirectly, by one Party (the '**Disclosing Party**') to the other Party (the '**Receiving**

Party') whether before or after the date of this Agreement including, without limitation, any Training Course Materials, records, documents or other written materials, together with any copies or extracts, any information relating to the operations, processes, plans or intentions, product information, usernames and passwords, know-how, design rights, trade secrets, market opportunities, and business affairs of the Disclosing Party and including, but without limitation, any information relating to the existence or terms of this Agreement, or to the negotiations relating thereto.

XV. Liability

1. Each of the Party shall indemnify and hold harmless the other Party, its officers, agents, servants and employees from all liabilities and claims, of whatever nature and however caused, including all costs and expenses incidental thereto, unless caused by negligence or willful misconduct of the other Party, with respect to loss of or damage to property and death of or injury to personnel of the other Party or the Participants and from any other damage, liability, demands, fines, costs or expenses resulting from or connected with the performance of this Agreement.
2. Each Party shall be solely liable to any third party on account of the negligence or willful misconduct of itself, its employees or agents in the performance of, or failure to perform the services or other obligations agreed to under this Agreement.



XVI. Force Majeure

Neither Party shall be liable in respect of any failure to fulfil its obligations under this Agreement if such failure is due to reasons or circumstances beyond its reasonable control including but not limited to government interference, direction or restriction, war or civil disorders, strikes, blockade, insurrections, riots, acts of natures, disasters, diseases, epidemics, terrorist actions, or other emergencies. The Party affected by the force majeure event shall give notification to the other Party as soon as possible. Should the force majeure event continue for at least 30 consecutive calendar days from the date of notification, both Parties shall have the right to terminate this Agreement, by 7 (seven) days written notice to the other. Such termination shall be without prejudice to any accrued rights and liabilities under this Agreement.

XVII. Miscellaneous provisions

1. This Agreement (together with any documents referred to in it and including the Annexes) constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior agreements and understandings between the Parties. No modification, variation or amendment of this Agreement shall be effective unless such modification, variation or amendment is in writing and has been signed by or on behalf of all the Parties hereto.
2. No waiver of any breach of or default under this Agreement shall be effective unless such waiver is in writing and has been signed by the Party against which it is asserted. A waiver by either Party of breach or specific delay shall not be taken or held to be a waiver of any subsequent breaches or delay.
3. No failure or delay by either Party in exercising any right, power or remedy under this Agreement or otherwise shall constitute a waiver of the right, power or remedy and no single or partial exercise of any right, power or remedy under this Agreement or otherwise shall prevent any further exercise of the right, power or remedy or the exercise of any other right, power or remedy.
4. The rights, powers and remedies under this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.



5. Neither Party shall assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld by the Parties.

6. The termination of this Agreement for any reason shall not prejudice any claim which either Party may have against the other in respect of any antecedent breach of any provision hereof nor shall it prejudice the continuance in force of any such provision which is expressly or by implication intended to come into or continue in force on or after such termination.

XVIII. Applicable Law, Settlement of Disputes

1. This Agreement and all accompanying documents shall be subject to, governed by and construed in accordance with the laws of the Netherlands.

2. Disputes arising out of the present Agreement shall be primarily settled through discussions between the Parties. Should the Parties fail to settle their disputes amicably, they shall submit to the exclusive jurisdiction of the Court in Haarlem, the Netherlands.

XIX. Severability

1. The provisions of this Agreement shall always be in accordance with the applicable laws.

2. If any such provision is held to be invalid or unenforceable in any respect, such invalidity or un-enforceability shall not affect or impair the legality, validity or enforceability of any other provisions of the Agreement that can be given effect without the invalid or unenforceable provision. The Partners shall replace such invalid or unenforceable provision by a provision having to the maximum extent possible the same economic, practical or other effect that the Partners intended hereby.



XX. Notices

1. Any notice, approval or other communication to be given under or in relation to this Agreement ('notice') shall be in writing and may be given by leaving it at or sending it by registered mail or facsimile transmission to the address or facsimile number of the Party to be notified, as stated below or as designated in accordance with this Article from time to time.

For JAA TO:

JAA Training Organisation (JAA TO)
Beechavenue 1-19, 1119 RA Schiphol-Rijk, the Netherlands
Attention: Training Administration Department
E-mail: training@jaato.com

For Client:

Civil Aviation Committee of the Republic of Armenia
Zvartnots Airport
0042 Yerevan
Republic of Armenia
Attention: Lilit Aghabekyan
E-mail: lilit.ghabekyan@gdca.am

2. On a case by case basis, the Parties may agree to accept certain notices sent by way of electronic mail.

3. Each of the Parties shall give written notice to the other of any change to its address, telephone number, e-mail address or facsimile number as soon as reasonably practical following the date of change and in any event within two working days following such change.

XXI. Annexes

The Annex of this Agreement shall form an integral part of this Agreement and shall bind the Parties.




Annex 1 - List of Participants

XXII. Priority of Documents

This Agreement is comprised of this document and all Annexes and amendments hereto. In case of contradictions between the Agreement and the Annexes, the provisions of the Agreement shall prevail.

Signed with effective date on 30/05/2025

Signed by: *Murat yalcin*
X _____
Murat Yalcin
Director Sales, Marketing & Operations

Signed by: _____


Stichting Beheer JAA Training Organisation (JAA TO)

X _____
Mikayel Zalinian
Secretary General

Civil Aviation Committee of the
Republic of Armenia

