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16 October 2020

Civil Aviation Committee of the Republic of Armenia
GDCA, Zvartnots Airport
0042 Yerevan
Republic of Armenia

Subject: Commercial proposal for Auditing Techniques Flight & Ground OPS - Air OPS Compliance Monitoring

Dear Ms Gabrielyan,

JAA TO is pleased to offer GDCA Republic of Armenia the following training course virtually online, under the General Terms and Conditions as attached to this Proposal:

Auditing Techniques Flight & Ground OPS - Air OPS Compliance Monitoring

Duration: 3 days - starting at 9:00 hrs. and finishing at approximately 17:00 hrs CET, with appropriate refreshment breaks.

Dates: 07 – 09 December 2020

Participants: Ms. Aida Gabrielyan
Mr. Anatoli Davtyan
Mr. Aram Yeghoyan
Mr. Sergey Senekeremyan

Costs: € 1.535,00 per participant

Kind regards,

Vassilios Assimacopoulos

Mr. Vassilios Assimacopoulos | Sales & Account Representative
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Civil Aviation Committee of the Republic of
Armenia





GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN JAA TO TRAINING COURSES

Applicable as per May 16 2017

I. Definitions

Certificates: Certificate of Attendance, Certificate of Accomplishment, Certificate of Achievement

- **Certificate of Attendance:** a JAA TO/ECAC Certificate issued for Participants following their full attendance to, and payment for, a Training Course whereby Participants are not required, or have not opted, to sit for a JAA TO Examination where applicable; and a JAA TO/ECAC Certificate issued for Participants who fail to pass the JAA TO Examination (where applicable, opted and paid for) within the maximum number of allowed attempts.
- **Certificate of Accomplishment:** a JAA TO/ECAC Certificate issued for Participants following their full attendance to, and payment for, a Training Course and passing of the JAA TO Examination where applicable, opted and paid for.

Course Date: the date of each Training Course as advertised on the [JAA TO website](#).

Course Fee: the price of participation at Training Courses, as defined on the JAA TO website at the time of registration. NB: Please note that Training Courses are subject to price indexation yearly.

Course Materials: any and all materials, printed or electronic, that contains the content delivered during the Training Courses. JAA TO Course Materials are fully copyrighted.

Course Transfer: the event when a Participant who has already paid the Course Fee wishes to attend the same Training Course on another Course Date and/or Location.

Examinations: JAA TO Examination

- **JAA TO Examination:** examination developed and evaluated by JAA TO, provided online or on paper, at the end of applicable JAA TO courses. JAA TO Exams are optional and subject to payment and online registration. A maximum number of two attempts is allowed for a JAA TO Examination. If failing the first attempt, each candidate is allowed one re-sit which must occur within one year of the original course. If failing the re-sit exam, the candidate is required to take the entire applicable course again before taking the exam for the third attempt. Candidates who pass a JAA TO Examination, receive an ECAC/JAA TO Certificate of Accomplishment. *Note: after a candidate has*



taken an examination, the pass-mark will be informed. However, the questions - which are fully copyrighted by JAA TO - will not be made available to the candidates.

Governing Law: the laws of the Kingdom of the Netherlands.

JAA TO: Joint Aviation Authorities Training Organisation

JAA TO Location: JAA TO training facilities around the world, as listed on the [JAA TO website](#).

Participant: a person registered for a Training Course.

Substitution: replacement of a Participant for a training course or (e-)Examination.

Training Course: courses offered by JAA TO. The list of Training Courses is available on the [JAA TO website](#).

Working day: working days in the Netherlands (Monday - Friday).

II. Applicability

1. These General Terms and Conditions shall be applicable for participation in Training Courses, at any JAA TO Locations.
2. With respect to Training Courses provided outside JAA TO Locations upon request, if the provisions of the agreement concluded by and between JAA TO and the person or organisation representative requesting the Training Course to be delivered outside JAA TO Locations ('requesting person') differs from the provisions of these General Terms and Conditions, the provisions laid down in such agreement shall prevail. It is the responsibility of the requesting person or organisation representative to ensure that Participants are informed about the applicable provisions.
3. Any provision of these General Terms and Conditions that is inconsistent with the mandatory provisions of the Governing Law shall be null and void. The other provisions shall nevertheless remain valid. Instead of the void provisions the Governing Law shall apply

III. Registration for the Training Courses

1. Participants are required to register for the Training Courses online, via the JAA TO website or, when the Training Course is offered in co-operation with another organisation, via the appropriate registration means of the organisation concerned, as applicable.
2. Registrations must be made no later than 24 hours before the scheduled start date of the Training Course, subject to seat availability.
3. All data the Participant wishes to be included in the invoice shall be indicated upon registration.

IV. Invitation Letters for Visa Purposes

1. It is the responsibility of the Participants to clarify if they are in need of VISA to enter the country where the Training Course is delivered and to check with the Embassy the procedure and duration of the visa application.
2. Upon request, JAA TO will provide the Participant with an invitation letter when the Course Fee is received in full by JAA TO.
3. In the event the Participant is in need of a visa for entry in the country where the Training Course is held, an invitation letter from JAA TO can be requested to training@jaato.com. Requests shall contain the following particulars:
 - Training Course title and Course Date;
 - full name, date and place of birth, organisation and job title of the Participant;
 - number, date and place of issue, expiry date of the Participant's passport;
 - date of arrival in and departure from the country where the Training Course is delivered;
 - mailing address and fax number (if any) of the Participant;
 - evidence of payment of the Course Fee.
4. JAA TO will send the invitation letter to Participants subject to the above-mentioned requirements, and the Participants shall submit the invitation letter to the Embassy concerned.
5. Participants are advised to effect payment for the JAA TO Course and send their request for an invitation letter as early as possible to training@jaato.com, considering the lead time required by the Embassy for issuing VISA.
6. Invitation letters will only be sent by courier if the pick up and delivery are arranged and paid for by the requesting Participant. JAA TO shall be informed accordingly and pick-up times shall be agreed with JAA TO in advance.
7. In the event of cancellation either by the Participant or JAA TO, Substitution or Course Transfer, JAA TO will inform the Embassy concerned accordingly.
8. In case of Substitution and Course Transfer, an invitation letter will be issued for the new Participant upon request, and the originally-issued letter will be revoked.

9. If JAA TO cancels a Training Course and offers an alternative Course Date, and the Participant accepts the new Course Date, JAA TO will provide the Participant with a new invitation letter upon request.

V. Invoices, Payment of Course Fee

1. An invoice is generated and provided to the address indicated during the online registration process. Payment shall be made according to the specifications of the invoice.
2. Payment must be made by bank transfer and in euro, to the bank account of JAA TO in the Netherlands:

ABN AMRO Bank No. 43.88.96.815

Marktplein 11

2132 DA Hoofddorp, The Netherlands

SWIFT: ABNANL2A

IBAN: NL18ABNA0438896815
3. The following data shall be indicated on the bank transfer:
 - invoice number;
 - name and organisation of the Participant;
 - Training Course title;
 - Course Date.
4. Payment shall be made until 14 days before the scheduled start date of the Training Course. All payments are considered made when the amount is credited on the bank account of JAA TO.
5. If the payment is not received in time, you will be charged collection fee and interest.
6. The Course Fee includes the price of tuition; the Training Course Materials, the JAA TO / ECAC Certificate of Attendance (when the participant has attended the course in full); free parking, free wireless internet in the JAA TO building(s), lunch and refreshments during training hours. Hotel costs are not included in the course fee; however, the following webpage displays weblinks with information on hotels in the vicinity of the JAA Training Centre: <https://jaato.com/locations/hotel/>.
NB: Please note that Training Courses are subject to price indexation yearly.

VI. Course Transfer

1. In the event a Participant, who has already paid the Course Fee, wishes to attend the same Training Course on another Course Date, s/he shall transfer her/his seat online, by logging in to the user account and selecting the 'Change my Registration' option.
2. Course Transfer is only possible to Course Dates on which seats are still available.
3. Course Transfers can be made free of charge no later than 10 working days before the first scheduled day of the Training Course concerned. In the event the Course Transfer is made within 10 working days, but more than 24 hours, before the scheduled start date of the Training Course concerned, a transfer fee of 25% of the full Course Fee will be charged. In the event the Course Transfer is made within 24 hours before the scheduled start date of the Training Course concerned, the full Course Fee will be charged by JAA TO.

VII. Substitution

1. Participants shall only be substituted by Participants who meet the pre-requisites for the Training Course concerned, if any, as defined on the JAA TO website under the respective Training Course.
2. Substitution shall be effected online, by logging in to the user account and selecting the 'Change my Registration' option.
3. Substitutions may be made until 24 hours before the scheduled start date of the Training Course. In the event the Participant fails to effect the Substitution until this deadline, but does send a substitute to the Training Course, the Participant originally registered will be charged for cancellation within 24 hours with the full Course Fee, and the replacement Participant shall pay the Course Fee in full.

VIII. Cancellation

1. Cancellations shall be made in writing ('cancellation notice'), by email to training@jaato.com. The cancellation notice shall include the following particular information: invoice number; name and organisation of the Participant; Training Course Title; Training Course Date.
2. Upon receipt of the cancellation notice, JAA TO will send a confirmation to the Participant. Cancellations shall be considered valid only if a confirmation is issued by JAA TO. It is the Participant's responsibility to monitor if the confirmation notice is received by JAA TO.
3. Cancellation notices shall be received by JAA TO no later than 10 working days before the first scheduled day of the Training Course concerned. In the event the cancellation notice is received by JAA TO less than 10 working days, but more than 24 hours before the scheduled start date of the Training Course concerned, a cancellation fee of 25% of the full Course Fee will be charged. In the event the cancellation notice is



received by JAA TO within 24 hours before the scheduled start date of the Training Course concerned, the full Course Fee will be charged by JAA TO.

Please note that JAA TO keeps the right to cancel training courses until approx. 3 weeks prior to the scheduled start of the training course.

4. Refunds (if applicable) will be made within 30 days after the cancellation is confirmed in writing.
5. JAA TO adheres to a cooling-off period of 14 days for consumers. In case of cancellation communicated in writing within the 14 days of initial registering, a full refund will be paid.

IX. Examinations

The price of Examinations is not included in the Course Fee. Examination fees shall be paid for separately. NB: Please note that Examinations are subject to price indexation yearly.

- **EASA e-Examination:** suspended by EASA
- **JAA TO Examination:** examination developed and evaluated by JAA TO, provided online or on paper, at the end of applicable JAA TO courses. JAA TO Exams are optional and subject to payment and online registration. A maximum number of two attempts is allowed for a JAA TO Examination. If failing the first attempt, each candidate is allowed one re-sit, which must occur within one year of the original course. If failing the re-sit exam, the candidate is required to take the entire applicable course again before taking the e-exam for the third attempt. Candidates who pass a JAA TO Examination receive an ECAC/JAA TO Certificate of Accomplishment.

X. Certificates

1. JAA TO / ECAC certificates of Attendance and Accomplishment are highly recognised by Aviation Authorities and Aviation Industry. Participants will be granted a Certificate of Attendance when the course has been attended and paid in full, and a Certificate of Accomplishment, when the participant has opted to take, paid for, and passed, a JAA TO Examination (where applicable) within the maximum number of allowed attempts.
2. In the event the Participant's Certificate is lost, or an additional copy is required, a hard copy of the Certificate can be requested from JAA TO via training@jaato.com. Participants will be provided with the copy upon JAA TO's receipt of 20 EUR administration fee (excluding postage).

XI. Training Courses outside JAA TO Location

JAA TO can provide Training Courses outside JAA TO Locations, upon request. Click [here](#) for more information. Requests should be sent to: training@jaato.com.



XII. Training Course Language

Training Courses scheduled at JAA TO Locations are delivered in English. Selected Training Courses can be delivered in other languages. For detailed conditions please contact training@jaato.com.

XIII. Intellectual Property

JAA TO is the owner of, and will retain all rights, title and interest in any and all Course Materials, and in any and all other materials, including any documentation, data, technical information and know-how provided to the Participants by JAA TO. Such information shall not be disclosed or copied to any third parties and shall not be used for any purposes by the Participants or the organisation they represent, without the express written permission of JAA TO.

All confidential or business-sensitive information provided by JAA TO's customers will remain confidential and will not be shared by JAA TO's employees or Trainers to third parties.

XIV. Liability

1. JAA TO excludes any and all liability for damages arising out of the failure of a Requesting Person or Organisation Representative to provide information to the Participants about the applicable provisions as set out in clause III.2.
2. JAA TO excludes any and all liability for damages arising out of the failure of a Participant to obtain the necessary VISA in due time.

XV. Force Majeure

JAA TO shall not 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.

XVI. Suspension from participation

JAA TO reserves the right to suspend delegates from participation in a training course if their behaviour is such that it hampers proper and pleasant delivery of the training course and the performance of the trainer and peers (such as grave misconduct, refusal to comply with house-rules, under influence of alcohol and/or drugs, or other).

XVII. Complaints

Complaints related to

- Unsatisfactory or unfair treatment



- Delays in our service
- The follow up on complaints
- Unsatisfactory treatment by JAA TO personnel

are subject to the following procedures:

Send your complaint in writing to: complaint@jaato.com.

After receiving the complaint, JAA TO will confirm the complaint within 7 business days and provide a contact person.

An overview of the actions on the complaint will be sent to you within 15 working days (If not possible to solve the problem within 15 working days, you will be notified with the reason and be provided with a new deadline).

Your complaint is always treated confidentially.

All complaints will be stored indefinitely by the JAA TO, including all required actions.

If you are not satisfied with the solution provided by the JAA TO, you can go to the AN-i beroepsregeling: which is an independent legal Dutch organisation:

<https://www.an-i.nl/beroepsregeling>. After receiving the complaint, AN-i will confirm the complaint within 24 hours with all the necessary information about the procedure to be followed. If the complaint is incomplete, the student will have the opportunity to supplement the complaint.

Advice from the AN-i beroepsregeling will be treated as binding for the JAA TO.

XVIII. Miscellaneous

Should the person arranging the Registration, Substitution, Course Transfer or Cancellation, or requesting an invitation letter be other than the Participant, JAA TO assumes that during such processes statements are made on behalf of the Participant and with the authorization to make statements on behalf of the Participant.

Questions of an administrative nature or regarding training courses will be answered within 24 hours (business days).

In case the 24 hour period is not feasible for JAA TO to address the query, a confirmation of receipt will be sent within 24 hours (during business days) indicating an estimate of the required response time.



For general enquiries: training@jaato.com

For enquiries about payments and invoices: accounting@jaato.com

To request reservation of a parking place: reception@jaato.com