



Training Service Agreement

between

**The Joint Aviation Authorities Training Organisation
(JAA TO)**

and

Civil Aviation Committee of the Republic of Armenia

This Training Service Agreement ("Agreement") sets forth the basis upon which the Joint Aviation Authorities Training Organisation (hereinafter referred to as "JAA TO") has agreed with Almaty International Airport JSC (hereinafter referred to as "the Customer") – jointly or individually also referred to as "party" or "parties" – regarding the provision of training courses (hereinafter referred to as "Training") on specific dates and in respect of attendee(s) agreed upon by both parties. This Agreement will override any oral or written agreement in previous communication.

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 to the Virtual Training Course,
• POA (Annex Part-21) on 01 - 02 November 2021 € 1170

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.

EASA: European Aviation Safety Agency

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. Candidates who pass a JAA TO Examination within the maximum number of attempts allowed, 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.

II. Applicability

1. These General Terms and Conditions shall be applicable for the following delivery of Training Course:

• **POA (Annex Part-21) on 01 - 02 November 2021**

- Attendees: **Hayk Yeghiazaryan**

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.

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

Marktplaats 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 24 hours 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. The Course Fee includes the price of tuition; the Training Course Materials and the JAA TO / ECAC Certificate of Attendance (when the participant has attended the course in full).

6. The JAA TO should to provide original of Act of completion within 7 days from the service delivery, which will be signed by both sides.

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 2 working days before the first scheduled day of the Training Course concerned. In the event the Course Transfer is made within 2 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 particulars:

- invoice number;
- name and organisation of the Participant;
- Training Course title;
- 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 2 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 2 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.

IX. Examinations

The price of Examinations, €50,- per attempt, is not included in the Course Fee.

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. Candidates who pass a JAA TO Examination within the maximum number of attempts allowed, receive an ECAC/JAA TO Certificate of Accomplishment.

X. Certificates

1. JAA TO / ECAC certificates of Attendance and Accomplishment are highly recognized 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.



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. 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.

XVII. Annex

POA (Annex Part-21)	€1170
Total amount:	€ 1170

FOR
JAA TO

Gizem Bediz

Gizem Bediz
Sales & Account Representative

On behalf of

Mr. Murat Yalcin
Sales & Marketing Manager

FOR
Civil Aviation Committee of the Republic of
Armenia



[Signature]