



SAP # 40591248

HighQ #: 321183

## TRAINING SERVICES AGREEMENT

This Training Services Agreement (the "Agreement") is made by and between:

The **International Air Transport Association**, an association incorporated by a Special Act of the Parliament of Canada, with its head office located at 800 Place Victoria, Montreal, Quebec, Canada H4Z 1M1 ("IATA")

and

**General Department of Civil Aviation-Armenia** with its head office located at Zvartnots International Airport; Yerevan 0042; Armenia (the "Client" or "General Department of Civil Aviation-Armenia")

Hereinafter, IATA and the Client shall be collectively referred to as the "parties", and "party" shall mean any one of IATA or the Client as applicable in the context in which the term is being interpreted.

**WHEREAS** IATA is an international association of airlines, whose objectives are to promote safe, regular and economical air transport for the benefit of the peoples of the world and to provide means for collaboration among air transport enterprises engaged directly or indirectly in international air transport service and to cooperate with the International Civil Aviation Organization and other international and national organizations as a means to realizing these objectives;

**WHEREAS** the Client wishes to engage IATA, and IATA agrees to undertake the services as more particularly described hereunder.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

### 1. Scope of Services

- 1.1 The Client hereby retains IATA to provide seats in various training courses to its employees as described in Section 1.2 and Annex A to this Agreement (the "Services").
- 1.2 The Client shall purchase seats for use by its employees in the trainings offered by IATA at specific dates, all as specified in Annex A. The parties will coordinate the registration of the specific employees for each training. For purposes of clarity, the Services provided hereunder concern the sale of seats in IATA courses to employees of the Client; the courses are not being conducted for the exclusive benefit of the Client, and the Client acknowledges that third parties may attend the courses along with the Client's personnel.

### 2. Term and Termination

- 2.1 This Agreement shall enter into effect and be binding upon the last date of signature hereof by both parties (the "Effective Date") and shall continue in force until the completion of the Services (the "Term").
- 2.2 Subject to Section 4.3, the Services shall be performed in accordance with the time schedule set forth in Annex A.
- 2.3 Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any of its terms or provisions. Termination for breach shall be without prejudice to the terminating party's other rights and recourses.

### 3. Compensation

- 3.1 In consideration of the Services rendered hereunder, the Client shall pay IATA professional fixed fees in the amount indicated in Annex A (the "Fees"), exclusive of IATA's expenses related to the Services unless otherwise specified in Annex A. The Client shall solely bear all costs relating to its employee's participation in any training, including but not limited to airfare to and from the training location, accommodation, visa costs, local transport, meal and other business and out of pocket expenses, and any other cost, charge or tax as may be applicable.



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3.2 All sums due hereunder will be invoiced by IATA and shall be paid by the Client within thirty (30) days of the date of the invoice. IATA shall issue an invoice to the Client prior to the start of each training for which seats are purchased. Payment for seats in a given training must be provided prior to the commencement of such training; IATA reserves the right to prohibit the Client's employee from attending a training for which it has not received payment.

3.3 Payment of all sums due to IATA shall be in United States dollars by electronic bank transfer, credit card, or the IATA Clearing House. Payment by electronic bank transfer shall be made to the following account:

Bank: Royal Bank of Canada  
Address: Main Branch, 1 Place Ville-Marie, Montreal, Quebec, Canada H3C 3B5  
Account Number: 4007498  
Bank Number: 003  
Bank Transit Number: 00001  
Swift Code: ROYCCAT2  
ABA Code: 021000021

3.4 Any payments under this Agreement must be made without any set-off or counter claim and free of deduction or withholding (except as required by law) of any taxes or governmental charges. If any deduction or withholding is required by law, the Client shall pay the required amount to the relevant governmental authority, provide IATA with an official receipt or certified copy or other documentation acceptable to IATA evidencing the payment, and pay to IATA, in addition to the payment to which IATA is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by IATA free and clear of all taxes equals the full amount IATA would have received had no such deduction or withholding been required.

3.5 Should any taxes, levies, fees, charges or duties be imposed, levied or become payable in respect of the Services under this Agreement (including any goods and services tax or other value added tax, but excluding income and capital taxes of IATA), the Client will pay any and all such taxes, levies, fees, charges and duties, in addition to any other payments due under this Agreement. In the event IATA pays any such tax or assessment, the Client will immediately reimburse IATA upon demand.

#### 4. Conditions of Services

4.1 The Services will be performed at specific training centers or online, as indicated in Annex A.

4.2 In performing the Services, IATA shall liaise in the first instance with the personnel nominated by the Client for that purpose from time to time.

4.3 The Client shall cooperate with IATA and provide in a timely manner any information, assistance and access to personnel as IATA may reasonably request in order to allow IATA to perform the Services hereunder.

4.4 IATA may cancel any training course at any time prior to its scheduled commencement, in which case IATA shall issue a credit to the Client in the amount of fees paid by the Client to IATA for such cancelled course, to be applied towards another training course within 12 months from the initial course's cancellation. Alternatively, IATA may, following written request from the Client, issue a refund for the fees paid by the Client to IATA applicable to the cancelled course. IATA shall not be liable for any other expenses incurred by the Client or course participants in connection with such cancellations, including but not limited to costs of travel.

4.5 The Client may cancel the participation of an employee in a training up to 21 days prior to the scheduled commencement of the training (or 14 days in the event of a virtual training), in which case the applicable course fee shall be credited to the Client for use towards another IATA training course within the earlier of 12 months from the course commencement date of the initial registration or the completion of the Term of this Agreement; alternatively and upon the written request of the Client, such course fee may be refunded by IATA to the Client. In the event the Client cancels the participation of any employee in any training less than 21 days from the scheduled commencement of a training (or 14 days in the event of a virtual training), the applicable course fee less a non-refundable administrative charge of \$500 US dollars shall be credited to the Client for use towards another IATA training course within the earlier of 12 months from the course

commencement date of the initial registration or the completion of the Term of this Agreement; if the credit remains unused after one (1) year, the Client may request in writing to be refunded the credit amount.

5. **Quality of Work**

IATA's employees, consultants and subcontractors assigned to the performance of the Services under this Agreement shall perform such Services with the same degree of skill and effort as they are obliged to under the terms of their employment or agreement with IATA.

6. **Employment and Tax Status**

6.1 All members of the IATA team assigned to perform the Services hereunder shall at all times remain employees, consultants and subcontractors of IATA and shall remain subject to the terms and conditions of their respective employment and/or agreements with IATA. IATA shall continue to pay their salaries or fees, and allowances directly to them in the ordinary training.

6.2 Without limiting the foregoing, all members of the IATA team assigned to perform the Services hereunder shall not be deemed to be employees of the Client for the purpose of workers' compensation, national insurance, income tax, social security in any country, or for any other purpose, and shall not be required to enter into any contractual relationship with the Client or perform any services not contemplated by this Agreement nor shall they receive any payment directly from the Client for any purpose.

7. **Warranty and Liability**

7.1 IATA will perform the Services with all due skill, care and attention, and in accordance with applicable laws and regulations and international professional standards generally accepted in the industry. IATA shall assign suitable qualified and competent personnel to perform its obligations under this Agreement. No other warranties, including without limitation, the warranty of merchantability or fitness for a particular purpose, whether express or implied, are made by IATA. IATA and its directors, officers and employees shall not be liable for any losses or damages arising out of or resulting from the performance of the Services hereunder or the use of the contents of any course material or document provided pursuant to this Agreement. Without limiting the foregoing, IATA assumes no liability for indirect, incidental or consequential damages, including loss of earnings, arising out of the Services.

7.2 In any case, IATA's entire liability for any cause whatsoever shall in no event exceed the aggregate amount of Fees paid by the Client under this Agreement. The limitation of liability established pursuant to this Section 7.2 shall not apply to the extent that any loss or damage is caused by IATA's gross negligence or willful misconduct or to limit liability which cannot be limited by applicable law.

8. **Independent Contractor**

IATA's status will be that of an independent contractor and no joint venture or partnership will arise or is intended to be created by this Agreement. None of the parties hereto shall have the authority to contract on behalf of the other, or otherwise engage the responsibility or liability of the other and no party shall make any representation to any third party to the contrary.

9. **Confidentiality**

9.1 Each party undertakes to each other that it shall not, without the prior written consent of the other, which consent shall not be unreasonably withheld, at any time during or for two (2) years subsequent to the Term: (i) disclose in any form or by any means, in whole or in part, (ii) appropriate to his own use or the use of any third party, or (iii) otherwise make available to any unauthorized person or source, any Confidential Information.

9.2 For the purpose of this Section 9, "Confidential Information" shall mean any information or material proprietary to or treated as confidential by the disclosing party, whether in written, oral or other tangible or intangible form, including, but not limited to, information concerning the business, operations, projects, technologies and affairs of the disclosing party that has been or may be disclosed by the disclosing party (or its directors, officers, employees, agents, advisers or other representatives) to the receiving party (or its directors, officers, employees, agents, advisers or other representatives), including the provisions of this



Agreement and any and all documents and information regarding or relating to this Agreement, wholly or partly which is marked as confidential by either party. Confidential Information shall not include information which (i) is or becomes publicly known or within the public domain without the receiving party's breach of this Agreement; (ii) was known to the receiving party prior to its receipt thereof from the disclosing party; (iii) has been or is lawfully obtained by the receiving party from third parties without an obligation of confidence to the disclosing party; (iv) has been or is subsequently independently conceived or discovered by the receiving party; (v) is approved for release by written authorization of the disclosing party; or (vi) is required to be disclosed pursuant to a requirement of law or government agency, in which event the receiving party will give prompt written notice to the disclosing party of such requirement.

## 10. Data Privacy

10.1 In this Agreement, "Personal Data" refers to any information relating to an identified or identifiable individual, such as a name, an identification number, an online identifier, etc. made available by one party to the other party. "Process" or "Processing" shall mean any operation performed on the Personal Data such as collection, use, storage, disclosure, etc. Where Personal Data will be communicated under the terms of this Agreement, each of the parties agrees:

- 10.1.1 That it is responsible for complying with any obligations applying respectively to each of the parties under applicable data privacy laws and regulations. A particular attention shall be given to the information of the individuals, the respect and the exercise of their different rights on or in relation with their Personal Data;
- 10.1.2 To refrain from requesting Personal Data beyond what is necessary to fulfil the purpose(s) for which it is requested, which purpose(s) for requesting Personal Data shall be specified and legitimate;
- 10.1.3 To agree in advance as to the categories of Personal Data which are required to be made available pursuant to this Agreement and monitor they are complete, accurate and relevant having regard to the purpose for which they are processed;
- 10.1.4 To adopt appropriate technological and organisational security measures in order to protect Personal Data, having regard to the level of risk;
- 10.1.5 That Personal Data will only be processed to fulfil the purposes(s) for which it was made available;
- 10.1.6 To ensure that any third party to whom Personal Data is transferred is bound by the same level of protection defined in the present Agreement;
- 10.1.7 To respect any applicable legal requirement regarding cross-border transfers;
- 10.1.8 To reasonably co-operate with the other in connection with its own compliance with the applicable law and to reimburse the other for any excessive or manifestly unfounded charges incurred in providing each other assistance;
- 10.1.9 To amend and update Personal Data upon receiving instructions to do so from the other party and/or directly from the individual;
- 10.1.10 To promptly return to the other or delete all Personal Data owned by the other party which is no longer necessary to fulfil the purpose(s) for which it was made available, unless otherwise instructed by the other party, the relevant individual or unless required by law.

This Section 10 shall survive the termination or expiration of this Agreement.

## 11. Ownership and Intellectual Property Rights

- 11.1 Title to all documents, software, and other materials, including the training materials and documentation (the "Materials"), whether in hard copy, digital format, on diskette, on USB sticks, or in any other media given, disseminated, or otherwise made available to the Client or training course participants by or for IATA shall always remain the exclusive property of IATA. For clarity, Materials include audiovisual works and the contents thereof streamed or otherwise digitally disseminated, whether in real time or pre-recorded.
- 11.2 Without limiting the generality of the foregoing sub-section, neither the Materials nor any part thereof may be reproduced, reformatted or transmitted in any form by any means, electronic or mechanical, including





by photocopying, recording or through any information storage or retrieval system, without the prior written consent of IATA.

- 11.3 Only employees of the Client shall attend the training courses under this Agreement. The Client agrees that Materials shall only be made available to eligible training course participants whose identity has been notified to IATA in accordance with Annex A. The Client shall ensure that all training participants attending any trainings listed in Annex A abide by Sections 7, 9, 11, 16 and 17.8 of this Agreement.

**12. Subcontracting**

IATA may subcontract any or all part of the work to be provided under this Agreement.

**13. Modification of Agreement**

This Agreement may be modified only in writing and as agreed to by both parties.

**14. Notice**

All notices or other communications to the other party shall be in writing and shall be sent by email or by prepaid priority post to the coordinates indicated in Annex A. Such notice or other communication shall be deemed received on the next business day (in the jurisdiction of the recipient) following its transmission by email. The parties may change their coordinates by notice to the other party.

**15. Force Majeure**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies or circumstances beyond the reasonable control of one or both parties, making it impossible for either party to perform its obligations.

**16. Governing Law and Arbitration**

This Agreement shall be governed by the laws of England and Wales. All disputes arising in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause, by one or more arbitrators appointed under such Rules. The arbitration shall be conducted in English and the seat of arbitration shall be London, England, unless the parties otherwise agree in writing.

**17. General**

- 17.1 **Entire Agreement.** This Agreement contains the entire contract between the parties with respect to the subject matter and supersedes any and all prior agreements and understandings between the parties. The schedule(s) expressly attached hereto shall form an integral part hereof.
- 17.2 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any competent jurisdiction hereunder, the validity of the remaining portions or provisions of the Agreement shall not be affected thereby and shall remain in force.
- 17.3 **Interpretation.** Words importing the singular shall include the plural and vice versa. Any reference to a person or third party includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies and legal persons.
- 17.4 **Waiver.** The failure by either party at any time to require performance by the other party of any of its obligations, shall not affect the other party's rights to require such performance at any time thereafter. A waiver by either party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.
- 17.5 **Headings.** The headings of the sections hereunder are for convenience only and shall not affect the interpretation of the provisions of this Agreement.



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- 17.6 **Assignment.** Subject to Section 12, neither party hereto shall assign or transfer or permit the assignment or transfer of this Agreement, nor delegate nor permit the delegation of their rights and obligations under this Agreement, without the prior written consent of the other party. Any purported assignment or transfer or delegation without such consent shall be null and void and of no force or effect.
- 17.7 **Counterparts.** This Agreement may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument. This Agreement and its Annexes shall only be legally binding upon the signature of both parties.
- 17.8 **Survivorship.** Any rights arising on termination or expiration of the Agreement, including but not limited to confidentiality provisions, shall survive the termination or expiration of the Agreement, as shall any other provision of this Agreement which, expressly or by implication from its nature, is intended to survive its termination or expiration.

*[Signature page follows.]*

A handwritten signature in the bottom right corner of the page.





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**ANNEX A****IATA Training Services**

IATA shall provide the specified number of seats to the Client for use by their employees in the training courses listed in Table 1 below at the locations and dates specified therein.

Table 1:

Course Name	Course Code	Training Location*	Seats	Course Duration	Course Dates	Price
Quality Management Systems (QMS) for Civil Aviation Authorities (CAA) and Air Navigation Service (ANS) Providers	TCVG-22	Netherlands, Amsterdam (IATA)	1 (Diana Martirosyan ; order # 828107)	5 days	May 22, 2023	2240
TOTAL DUE						

\* Trainings will be held at the IATA offices/training center in the city specified, or virtually/online if so indicated.

The Fees are inclusive of the following Services:

- Qualified instructor(s) to deliver each training course listed in Table 1;
- Sufficient sets of documentation and material for each course participant; and
- Course certificates for those participants who successfully pass the course.

The Client shall communicate to IATA the identity of the employees who will be attending each training course prior to course commencement, which employees may be substituted upon reasonable advance written notice to IATA.

Pursuant to Section 14 of the Agreement, all notices required to be communicated under the Agreement shall be sent to the following contact persons:

For IATA:

[Name] Ivica Kovacic  
[Title] Head, Training Products  
International Air Transport Association  
[Address] 800 Square Victoria, Montreal, QC, Canada  
[Email] kovacici@iata.org  
[Phone] +14382583239

For Client:

[Name] M. Zalinyan  
[Title] General Secretary  
[Client Name] D. Martirosyan  
[Address] Yerevan 0012 airport "Zvartnots"  
[Email] gda@gda.am  
[Phone] (+374) 60 434 203





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IN WITNESS WHEREOF, the parties hereto have caused this Training Services Agreement to be executed and effective as of the last day and year written below.

SIGNATURES

For and on behalf of General Department of Civil Aviation-Armenia: For and on behalf of IATA:

Signature:

Signature: *Ivica Kovacic*

Name (print): *M. Zalyan*

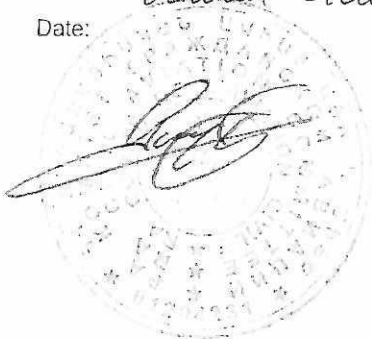
Name (print): Ivica Kovacic

Position: *General Secretary*

Position: Head Training Product Management

Date:

Date: Apr 26, 2023



*[Handwritten signature]*



# Dianna

Final Audit Report

2023-04-26

Created:	2023-04-25
By:	Ekaterina Idrisova (idrisovae@iata.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZE3XlhPrybKky1XxYc6JukeJ3bpmp4j

## "Dianna" History

-  Document created by Ekaterina Idrisova (idrisovae@iata.org)  
2023-04-25 - 1:21:41 PM GMT- IP address: 213.193.116.70
-  Document emailed to Ivica Kovacic (kovacici@iata.org) for signature  
2023-04-25 - 1:24:43 PM GMT
-  Email viewed by Ivica Kovacic (kovacici@iata.org)  
2023-04-26 - 12:33:41 PM GMT- IP address: 104.47.0.254
-  Document e-signed by Ivica Kovacic (kovacici@iata.org)  
Signature Date: 2023-04-26 - 12:34:40 PM GMT - Time Source: server- IP address: 142.182.50.164
-  Agreement completed.  
2023-04-26 - 12:34:40 PM GMT



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