

Service Agreement SL-SA-818/2024

**Critical Incident Stress Management (CISM)
Refresher Training**

between

Oro navigacija AB

Balio Karvelio str. 25

LT – 02184 Vilnius

Lithuania

hereafter called "**Customer**"

and

Skyguide

Swiss Air Navigation Services Ltd

Route de Pré-Bois 17

P.O. Box 796

CH-1215 Geneva 15

hereafter called "**Skyguide**"

Critical Incident Stress Management (CISM)

Agreement Number: SL-SA-818/2024

Version	Status	Date of issue	Author	Remarks
1.0	Released	27.08.2024	David Kocher	

This document replaces all previous documents on the same topic.

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Preamble

WHEREAS, the Customer requests to purchase a Critical Incident Stress Management (CISM) Refresher Training Course for their CISM peers,

WHEREAS, Skyguide, has the expertise to provide such a Critical Incident Stress Management (CISM) Refresher Training Course and is competent to support this objective by providing to the Customer the services listed in Section 2 in accordance with the conditions of this Agreement.

NOW THEREFORE, in accordance with the mutual covenants set forth herein, the Parties hereto agree as follows:

1 Components of this Agreement

The following documents form an integral part of the Agreement. In the event of discrepancies or contradictions between documents, their precedence in descending order shall be:

- a) The Agreement
- b) The General Terms and Conditions (Annex 1)

This document replaces all previous documents on the same topic.

2 Service Specification

To meet Customer's request for the CISM Refresher Training, the following services will be provided by Skyguide:

CISM Refresher Training: Skyguide will deliver two (2) Refresher Training courses on-site at the customers premises in Vilnius, Lithuania.

Course Objective

The course participants will receive the latest information and techniques about CISM, which enables them to perform individual intervention and some of the group interventions.

Course Modules

The Refresher Training consists of some parts of the two (2) basic trainings modules,

- Assisting Individuals in Crisis Situation
- Group Crisis Intervention

Course Content

The Refresher Training consists of some parts of the two (2) course modules,

Course Module	Content
Assisting Individuals in Crisis	Psychological crisis and psychological crisis intervention Resistance, resiliency, recovery continuum Critical incident stress management Evidence-based practice Basic crisis communication techniques Common psychological and behavioural crisis reactions Putative and empirically-derived mechanisms SAFER-Revised model Suicide intervention Risks of iatrogenic "harm"

Course Module	Content
Group Crisis Intervention	Relevant research findings Relevant recommendations for practice Incident assessment Strategic intervention planning "Resistance, resilience, recovery" continuum Large group crisis interventions Small group crisis interventions Adverse outcome associated with crisis intervention Reducing risks Critical Incident Stress Debriefing (CISD)

Course Duration

One Refresher Course has a duration of one (1) day. There will be two (2) courses delivered.

Course Methodology

The CISM Refresher Training includes theory lessons, group work and practical sessions.

Course Language

The Refresher Training is provided in English. All course material and training aids are in English.

3 Customer Obligations

The Customer shall provide the course room equipped with the infrastructure specified in point a). In addition, shall the customer provide the data specified in point b) for Skyguide to organize and setup the necessary administrative issues not later than two (2) weeks prior the CISM Refresher Training course start.

- a) The room shall be equipped with at least:
 1. Beamer or big TV-Screen
 2. Whiteboard
 3. Flipcharts
 4. Stable and good Wi-Fi Access

- b) The Customer shall provide the following information:
 1. Participant personal data,
 - i. First Name and Family Name
 - ii. Date of Birth
 - iii. Nationality

In addition to the above deliverables the customer must take all reasonable precaution to ensure:

1. that the Service is used only for Customer's own operations.
2. that no one, including the Customer, uses the or these services fraudulently or in connection with a criminal offence.
3. that no one, including the Customer breaches copyright laws, confidence of the content.
4. that no one, including the Customer, uses the or these services in an unlawful manner, in contravention of any legislation, laws, license or third-party rights.
5. that no one, including the Customer, acts in a way that does not comply with any instructions that skyguide has given.

4 Delivery Date and Location

The Refresher Training shall be delivered on 3 and 4 December 2024. This date has been agreed between the representatives of the two parties.

The Refresher Training takes place at the customers' premises in Vilnius, Lithuania.

5 Deliverables and Charges

The deliverables and the cost for the CISM Refresher Training Course is outlined in the table below.

Item	Cost (Euro)	Quantity	Total (Euro)
CISM Refresher Training (1 day)	1'470.-	2	2'940.-
Instructor Displacement cost	1'200.-	1	1'200.-
Total			4'140.-

Included Course fee,
Course preparation,
Qualified instructor incl. displacement costs

Not Included N/A

Taxes:

All costs and prices detailed in this Proposal are exclusive of VAT and any other taxes, charges and/or levies. If applicable, these costs will be charged in addition by Skyguide to the Customer or shall be borne by the Customer.

Displacement Costs:

Travel costs (flights, ground transportation, accommodation, per diems, visa, etc.) are included in the above displacement cost price. The price is based and in accordance with Skyguide's expense regulations.

6 Customer's Contact Information

Oro navigacija, AB
Urtė Gudynaitė
Head of the Centre of Competencies
Balio Karvekiu str. 25
LT – 02184 Vilnius
Lithuania

Phone: +37 0669 34988

Email: gudynaite.u@ans.lt

7 Skyguide's Contact Information

For CISM and Course related questions

Skyguide
Swiss Air Navigation Services Ltd.
Mrs. Claudine Meyer-Sager
Head CISM
Route de Pré-Bois 17
CH – 1215 Geneva 15
Switzerland

Phone: +41 22 417 44 17

Email: claudine.meyer-sager@skyguide.ch

For Commercial questions

Skyguide
Swiss Air Navigation Services Ltd.
Mr. David Kocher
Business Development Manager
Flugsicherungsstrasse 1 – 5
8602 Wangen bei Dübendorf
Switzerland

Phone: +41 43 931 62 93

Email: david.kocher@skyguide.ch

8 Invoicing and Terms of Payment

The price for the provision of the Services shall be paid by the Customer by bank transfer within thirty (30) days from the receipt by the Customer of a corresponding invoice issued by Skyguide after the completion of the last deliverable in accordance with Section 5 of this Agreement.

In case of delay in payment, interest at a rate of 5 % p.a. may be charged from day one of delay.

9 Coming into Force and Duration

This Agreement shall come into force after its duly execution by both Parties with effect as of the date of the last signature and shall expire after the delivery of the Services by Skyguide and the good reception of the last payment.

10 Changes in the Agreement

This Agreement may be changed at any time by an amendment signed by both Parties.

11 Termination

Either Party may terminate this Agreement by written notice indicating the reason for termination:

1. if Skyguide has important reasons to believe that the Service is being used in an unlawful way, Skyguide shall inform the Customer in writing to take necessary action to avoid and/or remedy the breach. If the Customer does not avoid and/or remedy such breach within thirty (30) calendar days from the date of aforesaid notice, the Agreement shall terminate with immediate effect after expiry of this period.
2. with immediate effect if bankruptcy or any insolvency proceedings are brought against the other Party, or any arrangement with creditors is made, or a receiver or administrator is appointed over any of the other Party's assets or goes into liquidation.
3. forthwith on notice where the other Party has committed a material breach of the Agreement which, if capable of remedy, is not so remedied within a period of thirty (30) calendar days from the date of formal and registered notice by the non-defaulting Party specifying particulars of the breach.

Either Party may terminate this Agreement at any time by written notice with a notice period of thirty (30) days.

In case of termination by Skyguide in accordance with reasons 1.-3. above or by the Customer for reasons other than 2. and 3. above, the Customer shall cover Skyguide all costs of all work and/or deliverables provided by Skyguide until the expiry of this Agreement. In addition hereto, the Customer shall bear all unavoidable costs reasonably incurred by Skyguide in fulfilling the Agreement in good faith.

12 Severability

Should any provision of this Agreement be invalid under the laws of Switzerland, then the Parties hereto agree that such provision shall be deemed modified to the extent necessary to render it lawful and enforceable or, if such a modification is not possible without materially altering the intention of the Parties hereto, then such provision shall be replaced by the Parties or severed from the Agreement. The validity of the remaining provisions shall not be affected by the invalidity of parts of the Agreement, unless it is apparent that the Parties would not have concluded the Agreement had they known that the part in question was invalid.

13 Governing Law and Disputes

This Agreement shall be interpreted, and any dispute shall be settled in accordance with the federal laws of Switzerland, according to the General Terms and Conditions.

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14 Signatures

In WITNESS WHEREOF the duly authorised representatives of the Parties have signed this Contract on the date and in the year set below:

For Oro navigacija AB:

Saulius Batavičius
CEO

DocuSigned by:
Saulius Batavičius
1E969C09B6754FE...

Name
Position

Name
Position

For Skyguide:

Meyer-Sager
Claudine

Digitally signed by Meyer-Sager
Claudine
Date: 2024.08.27 15:04:04 +02'00'

Claudine Meyer-Sager
Head of CISM



Digitally signed by Michel
Brun
Date: 2024.08.27 18:17:47
+02'00'

Michel Brun
Head of Sales and Marketing

Annex 1: General Terms and Condition

1. Scope

These General Terms and Conditions ("GTC") of Skyguide, Swiss Air Navigation Services Ltd, Route de Pré-Bois 15 -17, Case Postale 796, CH – 1215 Genève 15 ("Skyguide"), apply to all Agreements treating the sale and/or delivery of any goods, data, or services (the deliverables) to the Customer, a company or person(s).

Customer's terms and conditions only apply if expressly accepted by Skyguide in writing.

Changes and/or Amendments to these GTC must be outlined in the Agreement.

The most current version of these GTC can be downloaded at www.skyguide.ch.

2. Order of Precedence

The Agreement consists of the main body of the Agreement and its Annexes including the GTC. In the event of discrepancies or contradictions between certain contractual documents, the following order of precedence shall apply:

- a) the Agreement
- b) Annex(es)
- c) GTC

In case of contradiction between Annexes, the provisions of the younger Annex shall prevail over the provisions of the older Annex.

3. Definitions in alphabetical order

- a) "Agreement" means all documents signed by the Parties, consisting of the articles therein and the Annexes listed in and all documents referenced therein.
- b) "Party" or "Parties" means one or both, the Customer or/and Skyguide, as the context requires.

Unless the context otherwise requires, the singular includes the plural and vice versa.

4. Order placement

Orders placed by Customer to Skyguide are considered as non-binding offer, unless Skyguide has issued a duly executed order acknowledgment.

5. Charges

The charges for the deliverables set out in the Agreement are firm and without Swiss VAT. Any taxes, levies and duties existing or created outside the Swiss territory are not included in the charges and shall be borne by the Customer. Skyguide may, at any time, require the Customer to pay a deposit, make advance payment or provide any kind of guarantee and/or other form of collateral as security for any contractual payment.

Skyguide remains the owner of all deliverables provided and delivered to the Customer in accordance with the Agreement until having received payment in full.

If the Customer is in delay of payment, late interest rate on any overdue amounts apply without warning. In addition thereto, Skyguide may, on written notice to the Customer

- a) In case of providing services, suspend any services with immediate effect. All costs associated with such suspension and, in case of payment in full, the recovery of the provision of the services shall be borne by the Customer.
- b) In case of delivering of goods and/or data, recover any goods and data delivered until payment is received in full. All costs associated with such recovery of goods and/or data shall be borne by the Customer.

6. Customer's infrastructure

The Customer shall provide in good time a reasonable, well-functioning infrastructure and any other necessary equipment in order to benefit from Skyguide's goods, data or services. The details hereto shall be defined in the respective Agreement.

7. Intellectual Property Rights

All intellectual property rights related to the goods, data or services delivered to the Customer remain exclusively vested in Skyguide. Unless explicitly specified in the Agreement, the Customer shall not acquire any Intellectual Property Rights or marketing or license rights of any kind.

8. Intellectual Property Rights Indemnity

Skyguide represents and warrants that the Deliverables shall not infringe any Intellectual Property Right of any third Party.

Skyguide shall defend and, within the limits of Section 12 hereafter, hold the Customer harmless for any proven and reasonable cost against third party claims arising out of any Intellectual Property Right infringement provided that.

- Customer immediately notifies Skyguide of any such claim or alleged claim.
- Customer gives Skyguide sole control of any defence and/or settlement of such claim,
- Customer provides all assistance necessary and reasonably required by Skyguide at its own cost,
- Customer has used the goods and/or services in full accordance with the specifications,
- Customer has not made any changes to the goods which have not been expressly approved by Skyguide in advance and in writing,
- In case of the delivery of software, Customer has used the most recent version of it.

These provisions stipulate the sole and exclusive remedies available to the Customer.

9. Transfer of risk

The point of the transfer of risk for online data-delivery is defined as the WAN-Port of Skyguide's firewall, pursuant to the Incoterms® (ICC 2010) EXW.

Goods and media as DVD-ROM, hard disk, magnetic tape, floppy disk, or memory sticks are delivered EXW pursuant to the Incoterms® (ICC 2010).

10. Acceptance of goods, data, or services

Skyguide provides the deliverables in the quality specified in the Agreement. Upon receipt of the goods and/or data, the Customer shall inspect the deliverables immediately and immediately report to Skyguide any faults detected in writing.

If services are not provided according to the terms of the Agreement, the Customer has to provide written notice to Skyguide precisely

stating the reasons why the services of Skyguide do not comply with the Agreement.

11. Privacy and security

Any information in any form handed over by Skyguide to the Customer together with the goods, data and/or services, regardless of the form such information has been made available to the Customer, must be treated strictly confidentially and may not be disclosed in any way to third parties without the prior written consent by Skyguide.

The Customer accepts that Skyguide may be required by law to inform the public or competent governmental authorities by ensuring access to documents. In such case the Customer will be informed accordingly.

12. Liability of Skyguide

Skyguide will be liable to the Customer for damages which arise directly from the performance or non-performance of Skyguide's duties and obligations under the Agreement always provided that the aggregate of all damages payable by Skyguide hereunder will not exceed 20% (twenty percent) of the total price paid by the contracted Customer to Skyguide. The total liability of Skyguide will not exceed 5% (five percent) of the contractual price per incident.

Skyguide makes no warranty, express or implied, with respect to the adequacy, accuracy, reliability, safety of any information or data which Skyguide obtained from source material created, designed, or published by others.

Under no circumstances will Skyguide be liable for any indirect, special, incidental, or consequential damages and/or losses arising out of alleged negligence, breach of warranty, strict liability, or any other theory, including but not limited to loss of anticipated profit, loss resulting from business disruption, claims by third parties or deriving from data loss.

If a court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Skyguide's liability set forth herein shall apply to the fullest extent permitted by law. If Skyguide cannot exclude or limit a warranty or liability implied by law, these general terms and conditions shall be read and construed subject to such provisions of law.

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These provisions stipulate the sole and exclusive liability Skyguide may have towards the Customer.

13. Force majeure

If Skyguide expects any delay to occur in its performance of the deliverables, Skyguide shall promptly inform the Customer of such delay and its impact.

Skyguide will not be liable for non-delivery, delay in delivery or installation or any other impairment of performance hereunder in whole or in part, if it or any of its major subcontractors cannot perform their obligations because of Force majeure, defined as war (whether an actual declaration thereof is made or not), sabotage, insurrection, rebellion, riot, act of terrorism or other act of civil disobedience, act of a public enemy, act of any government, judicial action, labour strike, fire, explosion, epidemic, pandemic, quarantine, restrictions, storm, flood, earthquake, virus attacks on data processing systems or any act of God.

In the event of an excusable delay in any delivery date, that delivery date shall be postponed by the length of the excusable delay.

14. Set-off

The Customer is not entitled to set off any claim against any sums due to Skyguide.

15. Waiver

The failure of Skyguide to make use of any right and/or remedy it may have under this Agreement shall not constitute a waiver thereof.

16. Governing law and disputes

The Agreement shall be interpreted, and any dispute shall be settled in accordance with the federal laws of Switzerland.

If any dispute cannot be resolved by negotiation between the Parties' respective project managers, each Party shall designate one or more executives to act on behalf of such Party to negotiate to resolve the matter. At the earliest practicable time, a meeting shall be held to discuss the matter in dispute without prejudice to the interests of either Party. Any resolution so obtained shall be recorded in writing and signed by both Parties. Such a resolution shall be final and binding on the Parties.

If no such resolution can be found within thirty (30) days, calculated from the date either Party first notifies the other Party of any dispute, disputes arising out of the Agreement, shall be submitted to the jurisdiction of an arbitration court. Each Party shall nominate one arbitrator within thirty (30) days from the day when notice was first given by the other Party of that Party's intention to have the matter submitted to arbitration. Both arbitrators shall then nominate a third arbitrator as Chairman of the arbitration court within an additional thirty (30) days. Failing a nomination of an arbitrator by one or both of the Parties within the time specified or failing an Agreement on the nomination of the chairman within the time specified, either Party may refer to the president of the Swiss Arbitration Court to make the nomination.

The seat of the arbitration court is the city of Geneva, Switzerland. The arbitration court will determine in accordance with the rules of arbitration of the International Chamber of Commerce. The language will be English, unless otherwise agreed by the Parties. The decision of the arbitration court shall be final.

The Parties agree that, until the terms of this Article have been satisfied, neither Party shall initiate any legal action nor issue any notice of termination with respect to the Agreement. The failure of the Parties to resolve a dispute will not be a breach of this Agreement and not, in any way, change the rights or obligations of the Parties hereto. Pending settlement of any dispute or disagreement under this article, Skyguide shall proceed diligently with the performance of the deliverables, unless the Customer sends a notice of suspension or termination in accordance with the Agreement.

17. Authoritative version

The GTC are available in German, French and English. In the event of contradictions, the English version is authoritative.

These GTC are valid from 01.08.2024 and replace all former versions.
