

Agreement N° AG-450-25-ORONAVIGACIJA-STA-530
AGREEMENT FOR IN-COMPANY TRAINING

This agreement (“Agreement”) is made by and between:

EUROCONTROL

Aviation Learning Centre
12, rue Antoine de Saint-Exupéry
LU-1432 Luxembourg

(hereinafter “EUROCONTROL”)

and

Public limited liability company Oro Navigacija
Balio Karvelio str. 25,
LT-02184 Vilnius
Lithuania
(hereinafter “Client”)

Collectively referred to as “the Parties”.

WHEREAS the Client wishes to receive in-company training services;

WHEREAS the Client wishes to include under the present agreement several training to be ordered during a time frame of 36 months starting on January 1st 2026 until 31 December 2028;

WHEREAS EUROCONTROL is willing to work with the Client and to provide such in-company training services.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Courses, Dates and Fees

GENERAL COURSES INFORMATION	
Courses names:	As per the Annex 2
Possible Locations:	<ul style="list-style-type: none"> • EUROCONTROL Aviation Learning Center in Luxembourg, • Oro Navigacija offices located in Vilnius, Lithuania • or remotely (depends on the course). • The location will be indicated in the Client's order.
Proposed date:	The dates will be indicated in the Client's order and agreed upfront separately.

EUROCONTROL shall provide qualified instructor(s) to deliver the course(s) set out above and sufficient sets of documentation for each course participant.

If, owing to circumstances beyond its control, EUROCONTROL is unable to place the instructors at the Client's disposal, it may propose their replacement by others with analogous or similar qualifications and experience.

The quality of the services shall comply with the requirements established under the specification (Annex 1).

PRICE PROPOSAL (in EUR)
<p>The maximum price of the Agreement is 65,000 EUR (sixty-five thousand euros), excluding VAT. The courses shall be purchased without exceeding the maximum value of the Agreement.</p> <p>The maximum price of 65,000 EUR (sixty-five thousand euros) includes the instructor's costs (including travel, hotel and subsistence allowances and other direct costs) if the services are provided at the Client's premises.</p> <p>The Client shall cease ordering the courses having reached the maximum price of 65,000 EUR (sixty-five thousand euros) indicated under this Item.</p> <p>Price rates of the courses are indicated in Annex 2 - "Price Rates".</p> <p>Pricing applicable to the Contract: fixed price rate.</p> <p>The prices included in Annex 2 – "Price Rates" is applicable exclusively to this Agreement and valid for a period of 36 months starting on January 1st 2026 until 31 December 2028 . All costs, excluding instructor's arrival costs (including travel, hotel and subsistence allowances and other direct costs), incurred by EUROCONTROL shall be included in the price rates. The Instructor's costs shall be established in the order form issued by the Client when ordering a course via the online registration form or by sending an email to the course reservation office . The instructor's costs will be invoiced by EUROCONTROL with the corresponding course for which travel was necessary.</p>

2. Responsibilities of the Client

2.1 The Client shall provide, at its own cost (if the location of the course is in Vilnius (on the premises of the Client)):

(a) A suitable lecture room to accommodate the course participants. The room must meet the requirements set out below:

CLASSROOM AND EQUIPMENT REQUIREMENTS
Tables and chairs will be arranged in a U-shape. The lecture room shall be equipped with: <ul style="list-style-type: none">• a desk (table) for the instructor• a projector and associated projection screen• PC with Internet access, Powerpoint, Word, Acrobat and ability to read different types of movies, the possibility to connect a laptop to the projector• loudspeakers with cables to connect to the PC / laptop (to be able to watch a film)• a flip-chart, and a supply of paper, markers and pens. For courses containing written examination, access to a PC classroom (1 PC per course participant) or all participants should bring their own laptops and be able to access https://learningzone.eurocontrol.int . Each PC/laptop should have an internet access with speed of at least 1 Mbps (upstream and downstream). The written examination usually takes place on the last day of the course; however this might vary in certain circumstances. The course manager will inform the Client about the exact time of the examination. There should be at least 1.20 m between the front of the instructor's desk and the front of the first student's desk. The facilitator must be able to lock the room. Breakout rooms for exercises shall be available Possibility to take lunch at or in the vicinity of the training facility.

(b) Access to a telephone from which the instructor can reach as a minimum the EUROCONTROL Aviation Learning Centre (+352 43 60 61 1).

(c) Secretarial assistance/back-up during the course for ad hoc training material, typing, etc.

(d) Customs clearance of the course documentation and delivery to the course venue when applicable.

(d) The Client shall be responsible for ensuring that course participants attend the course at the premises in which they will be held. In cases where the courses are to be held outside the Client's premises, the Client shall arrange at its own cost any hotel accommodation, transport, allowances, meals etc. for the course participants for the duration of the course.

(e) The Client shall be responsible for ensuring technical support for the entire course duration.

2.2 The Client shall provide information regarding the course participants based on a template provided by EUROCONTROL at the latest two calendar weeks prior to the course start. As a

minimum this shall contain the following: first and last name, job title and email address.

- 2.3 The Client shall distribute the electronic course documentation to the course participants once the access to the course documentation has been provided by EUROCONTROL. If the use of paper documentation is not required by the Client, the Client shall ensure the course participants have electronic devices (PCs, tablets or laptops) at their disposal during the course, at least one per course participant.

3. Remuneration and Rescheduling

- 3.1 The Client shall pay EUROCONTROL the fees set out in Annex 2 - "Prices Rates" for each course. If the services are provided at the Client's premises, the total amount of these costs shall not exceed 10% of the maximum value of the contract. Each course fee is based on a maximum number of course participants. There will be no fee reduction if there are fewer course participants. Unless otherwise stated in this Agreement, all fees are in euro (EUR). Where applicable, the Client shall also pay for the instructor's costs associated with each course.
- 3.2 Any delay in the payment of the amounts due under this Agreement shall give rise to the payment of interest on arrears calculated on the basis of the Decision by EUROCONTROL enlarged Commission relating of the rate of interest on late payments of route charges for the year in which the interest accrues. Each day's delay beyond the above-mentioned period shall be calculated as 1/360 of a year.
- 3.3 The Client shall pay onto the account mentioned below and on the EUROCONTROL invoice within a period of thirty (30) calendar days from the receipt of the invoice or fifteen (15) calendar days before the start of the course, whichever is the earliest, but at any case not earlier than during three (3) workdays from the receipt of the invoice. Invoices shall be submitted via the SABIS Information System, which is available at <https://www.epaslaugos.lt/portal/login>, or by email to the Client's email address, and will be processed via the SABIS information system. EUROCONTROL shall be liable to submit an invoice to the Client no later than 45 days before the start of the planned training.
- Bank : ING BANK Brussels
 - Account : BE36 3101 0973 5681
- 3.4 The Client will be charged the full price if the course participants do not show up for the course.
- 3.5 Cancellation or rescheduling of the course by the Client:
- a) Less than 15 calendar days prior to the scheduled start date, the full price of the course will be invoiced;
 - b) between 16 and 30 calendar days prior to the scheduled start date, 25% of the full price will be invoiced; and
 - c) more than 30 calendar days prior to the scheduled start date, no charges.
- 3.6 EUROCONTROL is an international public organisation without economic activity hence it is not liable for the payment of taxes in the sense of Article 13, paragraph 1, of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax.

4. Liability

Neither Party shall be liable for indirect, incidental or consequential damages arising under this Agreement. Notwithstanding national legislation, the Parties' liability for damages under this Agreement shall not exceed the amount of the fees to be paid under this Agreement.

5. Entry into Effect and Termination

- 5.1 This Agreement shall enter into effect on the date of signature by the duly authorised representatives of both Parties and shall remain in effect for a period of 36 months starting on January 1st 2026 until 31 December 2028.
- 5.2 This Agreement may be terminated by mutual agreement between EUROCONTROL and the Client, should the course no longer be needed, after proper compensation to EUROCONTROL for work already executed or engagements made by it under this Agreement.
- 5.3 The Parties may, by mutual written agreement, postpone a course for a period of up to twelve (12) months from the date it was originally scheduled. Should the Parties fail to agree to a course postponement, the terms of Section 5.2 shall apply.
- 5.4 Either Party may terminate this Agreement upon written notice if the other Party materially breaches any of the terms of this Agreement. Termination for breach shall be without prejudice to the terminating Party's other rights and recourses.
- 5.5 This Agreement may be terminated by EUROCONTROL in case the fees set out as per Section 1 above and Annex 2 – "Prices rates" are not paid by the Client within the timescales set out in Section 3.3 above. In that case, the Client remains liable for the proper compensation to EUROCONTROL for work already executed or engagements made by it under this Agreement.

6. Intellectual Property Rights

- 6.1 All intellectual property rights in all documents, software, and other materials ("Materials"), whether in hard or electronic copy, made available to the Client and/or the course participants by or for EUROCONTROL shall always remain with EUROCONTROL.
- 6.2 No part of the Materials may be reproduced, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage or retrieval system without prior written permission from EUROCONTROL.
- 6.3 Paragraphs 6.1 and 6.2 shall survive termination of this Agreement.

7. Processing of personal data

- 7.1 EUROCONTROL processes all the personal data shared under this Agreement for the sole purpose of delivering the training to the client, as defined in the Network Services Part 1 of the Agency work programme. EUROCONTROL shall protect the personal data in accordance with the EUROCONTROL Regulation on Personal Data Protection.
- 7.2 The Client processes and protects the personal data shared under this Agreement for the sole purpose of receiving the training service from EUROCONTROL and in accordance with at least the same standards and principles as the data protection laws applicable to the Client.

- 7.3 To protect the Personal Data shared under this Agreement, the Parties shall implement organisational, technical and physical measures, which shall be kept up to date in accordance with generally accepted standards.

8. Warranty

- 8.1 EUROCONTROL shall assign qualified individuals to perform the training under this Agreement.
- 8.2 EUROCONTROL makes no further warranties, express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose.

9. Subcontracting

EUROCONTROL reserves the right to subcontract all or part of the work to be delivered under this Agreement.

10. Entire Agreement

This Agreement, together with any schedules referenced herein and attached hereto, represents the final and entire contract between the Parties on the training described above and cancels and supersedes any and all prior agreements or understandings between the parties, whether oral or written.

11. Modifications

Any modification to this Agreement must be agreed to in writing by both EUROCONTROL and the Client.

. Modifications requests shall be notified as early as possible and in any case 2 weeks before the course(s) start date, at the latest.

12. Dispute Settlement and Law Applicable

- 12.1 Any dispute between EUROCONTROL and the Client relating to the construction, interpretation or application of this Agreement which cannot be settled by them shall be brought before Courts of Brussels, Belgium.
- 12.2 This Agreement shall be governed by Belgian Law, with the exception of the rules applicable to data protection where the obligations of the Parties shall be determined in accordance with the laws applicable to each Party.

13. Communications and Points of Contact

Any notice, communication or transfer of any document required or permitted to be given to a Party hereto shall be in writing, and shall be to the following Points of Contact:



For EUROCONTROL:	For the Client
EUROCONTROL Aviation Learning Centre Att.: Course Reservation Office 12, rue Antoine de Saint-Exupery LU-1432 Luxembourg	Public limited liability company Oro Navigacija Balio Karvelio str. 25, LT-02184 Vilnius, Lithuania
Course Reservation Office	[REDACTED]
[REDACTED]	Email [REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]
Telefax: [REDACTED]	Mobile: [REDACTED]

Other addresses :

Local focal point for technical coordination	[REDACTED]
Invoicing:	E. invoice, but if it is not possible – info@ans.lt
Delivery of course documentation:	Idem above
Course Locations	<ul style="list-style-type: none"> • EUROCONTROL Aviation Learning Center in Luxembourg, • Oro Navigacija offices located in Vilnius, Lithuania • remotely (depends on the course). <p>The location will be indicated in the Client's order.</p>

14. Force Majeure

Neither Party shall be liable for failure to perform any of its obligations under this Agreement if such failure is caused by an event beyond the reasonable control of that Party.

15. Severability

If any term of this Agreement is found to be invalid, unlawful or unenforceable, the validity of the other terms of this Agreement shall not be affected.

16. Language

The Agreement has been written in two identical copies in the English language and two identical copies in the Lithuanian language, where each constitutes the original and will be given to each of the Parties. In case of divergence in interpretation, the English text shall prevail.

The course(s) will be delivered in English.



17. Specific Conditions

Not applicable.

For EUROCONTROL

On behalf of the Director General, by special delegation

[Redacted]

Director Network Management

DocuSigned by:
[Redacted]

Signature

Date [Redacted]

For the Client

[Redacted]

Chief Executive Officer

[Redacted]

Signature

Date [Redacted]

**TECHNICAL SPECIFICATION
FOR
SPECIALIZED TRAINING SERVICES FOR AIR TRAFFIC CONTROLLERS' AT
EUROCONTROL**

GENERAL INFORMATION

1. The present Agreement is entered into with the aim to train air traffic controllers by delivering the following trainings:
 - a) On-the Job Training Instructor (OJTI) and Synthetic Training Device Instructor (STDI)
 - b) Controller Competency Assessor or to refresh On-the-Job Training Instructor's and Synthetic Training Device Instructor's (OJTI/STDI-Refresher)
 - c) Controller Competency Assessor's knowledge.
 - d) Operational Supervisor Refresher training (HUM-SUP) and specialized training for the personnel of the Aeronautical Information Service (AIS)
2. High-quality training shall be guaranteed by the complexity of training and provided by an experienced trainer (instructor).

OBJECT

1. Courses shall be organized and executed as needed for appropriate number of employees by EUROCONTROL:
 - a) 10 working days' duration for OJTI/STDI training
 - b) 5 working days' duration for Controller Competency Assessor training, eEAD: AIS Data Maintenance for Data Provider and for eEAD: Conventional NOTAM and Digital NOTAM for Data Provider
 - c) 3 working days' duration for OJTI/STDI - Refresher training, Operational Supervisor Refresher training and eEAD: Hands-On CNOTAM and DNOTAM for Data Provider
 - d) 2 working days' duration for Controller Competency Assessor - Refresher training, eEAD: Comprehensive overview of the eEAD applications for Data Provider and eEAD: Support to ARO for Data Provider

REQUIREMENTS FOR SERVICE PROCUREMENT

1. Training courses for employees' air traffic controllers of the Client shall be conducted on working days within a total period of 2, 3, 5 or 10 working days' depending on the duration of the relevant course.
2. Theoretical training shall be combined with practical in OJTI/STDI training. Various teaching methods such as role plays, videos, document study and discussions shall be used during the course. Participants of all courses shall be taught training techniques. Continuous assessment shall be applied. OJTI/STDI Refresher, Controller Competency Assessor and Controller Competency Assessor Refresher training shall be theoretical training.
3. A training participant shall be issued a course completion certificate upon successful completion of theoretical or theoretical and practical training and / or assessment.
4. Participants shall be provided with the training course material in electronic form.
5. Travel, accommodation and meals expenses shall not be included into the cost of services.



PURCHASE OTHER TRAININGS THAN THOSE LISTED

1. If necessary, the Client shall purchase other training than those listed in this agreement. EUROCONTROL shall coordinate the prices of additional services with the Client. The total price of such additional services shall not be more than 10 percent from the total price of this agreement.



PRICE RATES

No.	Services	Place of the service provision	Price rate of training courses, EUR, excluding VAT
1.	10 working days' duration for OJTI/STDI training [HUM-OJTI]	On the premises of EUROCONTROL	€3,700 per participant
2.	10 working days' duration for OJTI/STDI training [HUM-OJTI-M]	Remotely, at a distance	HUM-OJTI-M is a combined course where the theory is delivered remotely while the practical training (5 days) is delivered in Luxembourg €3,700 per participant
3.	3 working days' duration for OJTI/STDI - Refresher training [HUM-OJTI-R]	On the premises of EUROCONTROL	€1,110 per participant
4.	3 working days' duration for OJTI/STDI - Refresher training [HUM-OJTI-R-V]	Remotely, at a distance	€4,710 for a group of max 12 course participants. The price does not change if there is less participants.
5.	5 working days' duration for Controller Competency Assessor training [HUM-CCA]	On the premises of EUROCONTROL	€1,850 per participant
6.	2 working days' duration for Controller Competency Assessor - Refresher training [HUM-CCA-R]	On the premises of EUROCONTROL	€740 per participant
7.	2 working days' duration for Controller Competency Assessor – Refresher training [HUM-CCA-R]	On the premises of the Client	€6,220 for a group of max 12 course participants. The price does not change if there is less participants.
8.	2 working days' duration for Controller Competency Assessor - Refresher training [HUM-CCA-R-V]	Remotely, at a distance	€4,710 for a group of max 12 course participants. The price does not change if there is less participants.
9.	3 working days' duration for HUM-SUP - Refresher training [HUM-SUP-R]	On the premises of the Client	€8,090 for a group of max 12 course participants. The price does not change if there is less participants.
10.	5 working days' duration for eEAD: AIS Data Maintenance for Data Provider [IM-ADM]	On the premises of EUROCONTROL	€1,270 per participant
11.	2 working days' duration for eEAD: Comprehensive overview of the eEAD applications for Data Provider [IM-EEAD]	On the premises of EUROCONTROL	€540 per participant

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12.	5 working days' duration for eEAD: Conventional NOTAM and Digital NOTAM for Data Provider [IM-NOTAM]	On the premises of EUROCONTROL	€1,850 per participant
13.	2 working days' duration for eEAD: Support to ARO for Data Provider [IM-ARO]	On the premises of EUROCONTROL	€540 per participant
14.	3 working days' duration for eEAD: Hands-On CNOTAM and DNOTAM for Data Provider [IM-NOTAM-V]	Remotely, at a distance	€1,200 per participant