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**AGREEMENT**

**ON**

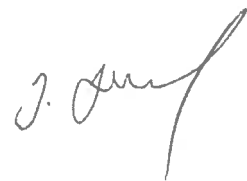
Providing "Train the training Manager" course for 6 participants  
(No.MOMS/03/09/16)

between

**Sakaeronavigatsia Ltd, Georgia**  
(hereinafter referred to as "Sakaeronavigatsia")

and

**Entry Point North AB, Sweden**  
(hereinafter referred to as "EPN").



01-09-2016

Applicable for the Sakaeronavigatsia only:

1. Means of procurement : Simplified procurement, "Law on State Procurement" of Georgia, article 10<sup>1</sup>, point 3, sub-point "d" (Government Decree N 1323, from 23.06.2015, Government Decree N 1772, from 01.09.2016).
2. CPV code of procurement object : 80500000.
3. Resource Request Application of the Sakaeronavigatsia: 321-16.

**This Agreement witnesses as follows:**

1. EPN hereby undertakes to prepare, perform and deliver the services covered by this agreement in accordance with the terms and provisions in this Agreement.
2. SAKAERONAVIGATSIA hereby undertakes to support, participate and pay for the services covered by this agreement in accordance with the terms and provisions in this Agreement.

**Terms of Agreement:**

**1. Coming into force**

This agreement shall come into force on the date of signature by both parties and it shall remain in force until 31 December 2016.

**2. Scope of Services**

The content of the service is presented in Appendix B.

**3. Liability**

In the execution of their duties, EPN's personnel and consultants shall exercise proper and reasonable skill, care and diligence in accordance with recognized good practice. However, neither EPN nor the personnel/consultants involved shall be held liable for the consequences of any action taken, advice given, or reviews or evaluations made which were given in good faith and which subsequently prove or allegedly prove to be faulty or which give rise to any claim from SAKAERONAVIGATSIA or against EPN provided that the persons involved were not guilty of gross negligence.

EPN shall not be held liable for the consequences of any act, omission or default of SAKAERONAVIGATSIA or SAKAERONAVIGATSIA's personnel,  
Sakaeronavigatsia & EPN Agreement



providing that SAKAERONAVIGATSIA or such personnel were not acting on direct instructions of EPN.

It is EPN that undisputedly decides whether any Student/participant has acquired the needed skills during the course in order to meet the course objectives. EPN cannot be made liable for such an outcome.

Sakaeronavigatsia is authorized to inspect fulfilment of the obligations provided under this agreement, Mrs. Tamara Gelashvili is specifically authorized person for inspection. In addition, by putting signature to the present agreement she declares that she is not in conflict of interests according to the requirements of Georgian state procurement Legislation.

#### **4. Compensation, Payment and Acceptance Rules**

SAKAERONAVIGATSIA shall pay EPN compensation for the Services rendered under this Agreement in accordance with the stipulated price and terms for the actual and agreed service delivery.

The compensation and payment terms of the service is presented in Appendix A.

Any changes to the Agreement shall not be made, if it provokes increase of Agreement price or worsening of the Agreement provisions for the Sakaeronavigatsia, except for the cases defined in Article 398 of the Civil Code of Georgia. In case the conditions stipulated under article 398 of the Civil Code of Georgia occur it shall be admissible to increase the total value of the Agreement by not more than 10%.

After the Course completion parties' appropriate representative will sign the Acceptance Certificate. The Acceptance Certificate on behalf of the Sakaeronavigatsia shall be signed by Mrs. Tamara Gelashvili - Head of Training Unit of SAKAERONAVIGATSIA.

EPN shall provide the Students with Course completion certificates after the completion of course during 15 working days.

#### **5. Cancellation**

SAKAERONAVIGATSIA shall have the right to cancel the Agreement as a whole or in part but shall not be entitled to a refund of fees due to such cancellation of the Agreement, unless otherwise agreed in Appendix A.



In the event that a cancellation option is stated in Appendix A; SAKAERONAVIGATSIA is entitled to cancel and obtain a refund under the specified cancellation terms by providing a written notice to EPN.

## **6. Changes**

In case of sickness or other unforeseen circumstances, changes may occur. Both SAKAERONAVIGATSIA and EPN shall without any delay inform the opposite part, and the parties shall do their best endeavour to mitigate the situation given and ensure a best possible outcome from this change. Such changes shall only be incorporated to the extent agreed in writing by both parties.

## **7. Responsibility**

EPN shall maintain full responsibility as employer for its Personnel and applied consultants.

SAKAERONAVIGATSIA shall maintain full responsibility as employer for its Personnel and as the service coordinator for the involved participants.

## **8. Insurance**

SAKAERONAVIGATSIA shall ensure valid and sufficient accident and travel insurance for involved Sakaeronavigatsia's Personnel and participants during the full content of the service delivery period.

EPN shall provide applicable insurance for its own Personnel and facilities and equipment.

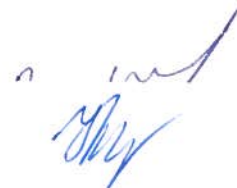
## **9. Secrecy**

Both parties agree that they will not reveal to third parties confidential information\* about the other party.

\*Confidential Information - means any information about the other Party provided hereunder in the agreement and any other material marked as "confidential" except information which is generally available to or known by the public other than as a result of improper disclosure by a Party, or is obtained by a Party from a source other than the other Party, provided that such source was not bound by a duty of confidentiality to the other Party with respect to such information.

## **10. Force Majeure**

Should circumstances arise beyond the control of SAKAERONAVIGATSIA or EPN which makes it impossible for either party to proceed with or fulfil



its obligations under the Agreement, such party shall immediately notify the other party of the circumstances and the foreseen consequences.

The parties shall thereupon mutually agree on the actions to be taken. In the event that it is so agreed to suspend or terminate the services, EPN shall be entitled to receive any payment due under the Agreement and Sakaeronavigatsia shall be entitled to refund for the services not received.

#### **11. IPR**

SAKAERONAVIGATSIA does not, by this Agreement, acquire any right whatsoever to the intellectual property rights of EPN that SAKAERONAVIGATSIA may get access to under this Agreement.

#### **12. Law and Language**

This Agreement shall be governed by the substantive Laws of Sweden.

This Agreement, and all services to be performed hereunder, shall be in the English language.

Where original documents to be provided by one party to the other are in another language, the party providing such documents shall also provide an English translation of the said documents.

#### **13. Modifications**

Should circumstances arise which make it necessary or desirable to modify the terms of this Agreement, such modifications shall only be incorporated to the extent agreed in writing by both parties.

#### **14. Disputes**

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, which cannot be settled amicably within ninety days of the dispute first arising, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).

The Rules for Expedited Arbitrations of the SCC Institute shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the SCC Institute shall apply. In the latter

case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

### 15. Appendices to this Agreement and Final provisions

The following Appendices shall form and be constructed as forming an integral part of this Agreement:

Appendix A	Compensation and Payment
Appendix B	Scope of Services
Appendix C	Train the Training Manager course content


All taxes relating to this Agreement shall be borne by each Party on its territory.

The Agreement has been made in two original copies in English language, of which each Party shall receive one copy.

### 16. Approval and Signing the Agreement

Place, dated 01.09.2016

For and on behalf of,  
**SAKAERONAVIGATSIA Ltd**


  
Gocha Mezvrishvili  
General Director

Having its registered office at  
0198 Tbilisi International Airport,  
Tbilisi, Georgia  
Company ID number: 208144051  
Tax ID Number: 208144051  
Bank "Republic" Tbilisi, Georgia  
Tel./fax: +995 32 274212/227



Malmö, dated 05.09.2016

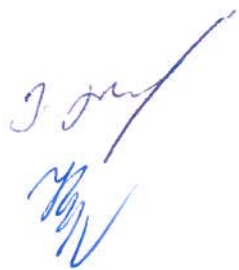
For and on behalf of,  
**Entry Point North AB**

  
Inesa Stockunaite  
Marketing Manager

**ENTRY  
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NORTH**

Nordic ATS Academy  
[www.entrypointnorth.com](http://www.entrypointnorth.com)

Entry Point North AB.  
Box 30  
SE-230 32 Malmö-Sturup  
Sweden



**APPENDIX A  
COMPENSATION AND PAYMENT**

**Currency and Applicable VAT**

The prices are stated in Euros (€).  
All payments shall be made in Euros (€).  
All prices are net of any applicable VAT.

**Invoicing and Payment**

Service will be invoiced 60 days in advance of service start or delivery, and payment shall be made against invoice with net 30 days. The invoice will be emailed to the focal point of Sakaeronavigatsia.

In the event of late payment, a reminder will be issued and penalty interest shall be payable of 5,5% per month from the total contract price.

In the unforeseen event that a due payment is fully or partly pending, EPN shall have no obligation to initiate or continue the services stated in Appendix B, or any other services that could fall under this Agreement.

**Price for agreed service:**

The fee is Euros (€) 16,900 and covers the services as described in appendix B.

The price is net of travel costs and accommodation costs.

**Cancellation terms:**

Fee is fully refundable if cancellation is received no later than until 2 months prior to course start

Place, dated 01.09.2016

For and on behalf of,  
**SAKAERONAVIGATSIA LTD**

  
Gocha Mezvrishvili  
General Director

Having its registered offices at  
0198 Tbilisi International Airport,  
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**APPENDIX B  
SCOPE OF SERVICES**

The following services are to be delivered by Entry Point North.

Course type: Development training  
Course Code: TT 1645  
Course Name: Train the Training Manager  
Language: English

Number of participants: 6

Course location: Entry Point Central, Budapest, Hungary  
Course start: 7 November 2016  
Course end: 11 November 2016

Course duration: 5 days  
Workweek: According to the course schedule.

Fee includes: All course materials to be kept by participants

Not included: Travel, local transportation and accommodation  
Participant's breakfast and dinners  
Additional study visits and/or events

Place, dated 01.09.2016

For and on behalf of  
**SAKAERONAVIGATSIA LTD**

  
Gocha Mezvrishvili  
General Director

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0198 Tbilisi International Airport,  
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## **APPENDIX C**

### **Train the Training Manager course content**

#### **Course aim**

The aim of the Train the Training Manager course is to provide the participants with skills relevant to perform duties associated with leading, supervising or managing adults in various training situations. The focus is placed on giving each participant the required skills necessary in creating an effective and professional learning environment. During the course the participants learn through active participation.

#### **Course objectives**

The course objectives include:

- Planning, performing and evaluating a training program.
- Leading, supervising and managing a training program.
- How to create a Training Philosophy and implement a good psychological learning environment.
- Communication skills and methods to lead and coach both instructors and students.
- Methods to ensure efficient, goal oriented and motivational training programs.
- Awareness of the administrative demands associated with the job and knowledge of how to perform them
- Personal development in the field of leadership and coaching.

#### **Course overview**

The training is divided into theory classes, discussions, group work, practical exercises and role plays. The practical aspects of the course give the participants the opportunity to learn from each other and share their experience and skills.

If required, additional theoretical topics combined with practical exercises can be added to the Train the Training Manager course, for example: Safety Management, Team Resource Management, Presentation Techniques etc.

#### **Prerequisites**

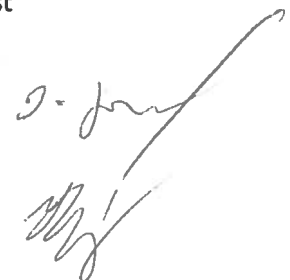
The Train the Training Manager course is aimed at professionals whose task it is to carry out training programs in their competence area.

Practical operational experience and hands-on training as instructor within that competence area is a prerequisite for the course. Other teaching experience, for instance classroom lectures and presentations, is beneficial for the participant attending the course.

#### **Compliance with regulations**

- Entry Point North is a certified training academy by Swedish CAA and accepted by all EU member countries.
- Train the Training Manager course methodology and tools are based upon long-term experience of Air Traffic Management development training and Best Practises.

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## **Content in brief**

### **Introduction**

The structure, content and principles of the Train the Training Manager course.

### **Human factors**

- Theories regarding adult learning, learning psychology and stress management.
- Motivational theories that apply to both students and instructors.
- Understanding of the various roles a trainer can adopt: teacher, coach and facilitator.
- Understanding of the need for assessment and the practical methods to perform assessment in an objective and "just culture" way.
- Basic knowledge of group dynamics, team structures and leadership in different group phases.

### **Communication**

- Understanding of the communication skills needed in order to supervise a group efficiently and to create an open and trustful atmosphere.
- Various methods of providing feedback and feed forward.
- Handling difficult dialogues regarding student development, performance and dismissal.

### **Training management**

- Practical methods to organise and structure the work at a training unit.
- Coaching methods and an awareness of how they can be applied in the daily work.
- How to structure theoretical education, simulator training and training in operational position in safety critical organisations.
- Training philosophy and how to create a good psychological learning environment.
- Awareness of how to set training goals and milestones necessary in order to plan and structure training successfully, i.e. developing a Unit Training Plan.
- Documentation of the training delivered the progression of each student and the results thereof, i.e. training reports.

### **Self-assessment**

Appreciation of self-evaluation as a trainer.

### **Practical experiences**

To ensure an effective learning process for the course participants and to make sure they acquire useful skills within the subjects, the theory lessons are combined with various practical exercises and role plays followed by debriefing and personal feedback.

