

C O N T R A C T

LGS No 02/17/58
Ohio University No _____

Latvian State JSC “Latvijas gaisa satiksme” (hereinafter called “LGS”), VAT reg. No. LV40003038621, with the place of business in Riga International Airport “Riga” LV - 1053, Latvia, hereinafter referred to as **the Client**, represented by Chairman of the Board **Mr. Dāvids Tauriņš** and Member of the Board **Mr. Elmārs Švēde**, acting on the ground of the Articles of Association and Board’s authorization, from one side, and

Company “Ohio University” (hereinafter called “Ohio University”), a company under the laws of USA, with Federal Tax ID NO. 31-6402113, with the place of business in 105 Research and Technology Center, Athens, OH 45701 USA, hereinafter referred to as **the Service Provider**, represented by Assistant Vice President for Research, P. Maureen Valentine, from another side,

Whereas Ohio University in accordance with LGS requirements set out in Technical Specification desires to provide LGS with ILS/VOR system simulations software and to hold OJT training course for team of 6 (six) LGS engineers,

Whereas Ohio University has long and distinguished history in providing customers with software and training courses,

NOW, THEREFORE, the Parties agree as follows:

1. Scope of the Contract

1.1. The object of Contract is holding of OJT training course for team of 6 (six) LGS engineers. OJT training course includes delivery of ILS/VOR system simulations software. The training program shall be based on practical lessons for simulation software utilization.

1.2. Detailed description and requirements for the Localizer/Glide Path/VOR/DME simulation software and OJT training for simulation software are specified in the Annex No 1 „Technical and financial proposal”, which is integral part of the Contract.

1.3. The delivered software shall include 2 (two) years of support, including free of charge updates distribution to the end user.

1.4. The training course shall take place at the address - Riga International Airport “Riga” LV - 1053, Latvia.

1.5. The training shall be scheduled from March 2017 until the end of May 2017. The precise dates might be different and shall be agreed mutually in advance between LGS and Ohio University’s contact managers according to Contract article 9.

1.6. The duration of training course shall be at least 3 (three) working days.

1.7. The laptop and projector for presentations shall be arranged by OJT lector. During training course, the software shall be installed at various PC’s for independent works of all attended participants. The PC’s for all LGS participants will be arranged bay LGS.

1.8. All of course attendances shall receive own set of training documentations, which include all presentations and printouts. At the end of training course, LGS engineers shall receive the corresponding OJT certificate.

2. The Price of the Contract and payment conditions.

2.1. **The Contract price is 17 292,00 EUR (seventeen thousand two hundred and ninety-two euros and 00 cents)** The Contract price is fixed and unchangeable.

2.2. The Client makes payment of 100 % (one hundred percent) of the Contract price by bank transfer according the Ohio University invoice within 5 (five) calendar days counting from the day when the training course has been fully completed, certificate of completion of training is signed and invoice is received.

2.3. All payments must be made in *euros* (EUR) currency and will be executed by the Client by a simple bank transfer against Ohio University invoice to the Ohio University bank account:

Bank Name: JPMorgan Chase Bank, NA

Bank Address: 2 S. Court Street

Athens, OH 45701

Bank ABA: 021000021

Swift #: CHASUS33

Beneficiary Name: Ohio University

Beneficiary Acct. # 480343099

2.4. The Contract price does not include any value added taxes (VAT) and/or a customs duty, The Client is responsible for the payment of these taxes and/or duties.

3. Rights and obligations of the Parties

3.1. Ohio University in accordance with Annex No 1 "Technical and financial proposal" undertakes:

3.1.1. to deliver Localizer/Glide Path/VOR/DME simulation software;

3.1.2. to hold OJT for simulation software;

3.1.3. to guarantee 2 (two) years of support, including free of charge updates distribution to the end user;

3.1.4. to guarantee that after training each participant shall get a corresponding OJT Certificate.

3.2. The Client undertakes:

3.2.1. To pay Contract price according to Contract article 2.

4. Liability

4.1. In case Ohio University fails in supplying software or/and does not execute the training session at the date agreed between LGS and Ohio University for any reason other than a force majeure event (in the meaning of clause 7) or other than attributable to acts or omissions of the Client, the latest may, after 10 (ten) calendar days from filing a written request, claim from Ohio University, as liquidated damages and not as a penalty, a sum equal to 0.5% (zero point five percent) from total amount of the Contract price for each day. The liquidated damages shall not exceed 10% (ten percent) of the total Contract price and shall be the Client's sole remedy with respect to any Ohio University delays in the performance of the Contract. Liquidated damages shall be paid by bank transfer exclusively.

4.2. In case the Client does not make the payment for the training session within deadline specified in the Contract, the Client pays penalty fee in amount of 0.5% (zero point five percent) from the amount that has not been paid for each late day, within 10 (ten) calendar days from the day of filling the written request by Ohio University. The penalty fee shall not exceed 10% (ten percent) of the total Contract price.

4.3. If the training session has been delayed by more than 1 (one) month, the Parties will make their best efforts to agree upon a new schedule.

5. Governing Law

5.1. This Contract as well as the questions arising out of or in connection with the present Contract are governed and constructed in accordance with the laws of Ohio USA.

6. Dispute

6.1. Any dispute arising in the execution or performance of the present Contract shall be settled through amicable consultations between both Parties.

6.2. In case no agreement can be reached through consultation, all disputes arising out of or in connection with the present Contract shall be referred to the Ohio Court of Claims, which is the only venue for adjudication against State of Ohio funded Universities according to Ohio Law.

7. Force Majeure

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

7.2. The Party referring to the Force Majeure is bound to inform the other Party immediately in writing when such an event has occurred and state the circumstances and reason of its occurrence.

7.3. If these circumstances continue over a period of more than 1 (one) month, each of the Parties has the right to refuse further fulfilment of his obligation against this Contract and in this case neither of the Parties is entitled to demand from the other Party compensation for possible losses.

8. Miscellaneous

8.1. The Contract shall enter into effect on mutual signing and is valid until the Parties have complied with all the obligations arising from this Contract.

8.2. The Contract shall be binding on the Parties' rights and obligations successors.

8.3. Both the Client and Ohio University will have the right to request changes to the Contract. Any alterations or additions to this Contract shall be carried out in writing and signed by the Parties so as to become an integral part of this Contract.

8.4. In case of inapplicability of a term or condition of this Contract, the validity of remaining terms and conditions remain unchanged.

8.5. The Contract is produced and signed in 2 (two) identical original copies, each on 4 (four) pages, in the English language and each copy has the same legal effect. The Contract has 1 (one) Annex No 1 „Technical and financial proposal”. All Annexes are an integral part of the Contract.

8.6. One copy of the Contract retained by the Service Provider and the other - to the Client.

9. Contact person

9.1. The Ohio University and Client's contact managers constitute the main point of Contract between the Contract organization for planning, organizing and co-ordination of the Ohio University and Client's activities.

9.2. For the purpose of this Contract, the Client's contact with Ohio University will be Mr. Sergejs Jahnovičs, e-mail address: sergejs.jahnovics@lgs.lv, telefax No: + 371 67300705/707, telephone No: +371 673007306.

9.3. For the purpose of this Contract, the Ohio University contact person with the LGS will be Mr. Nate Wallace, e-mail address: wallacn1@ohio.edu, telefax No: 740-593-0379, telephone No: 740-593-9986.

IN WITNESS WHEREOF the authorised representatives of the Parties have signed this Contract:

<p>Signing for and behalf of:</p> <p>Company “Ohio University”</p> <p>Address: Ohio University,105 RTEC, Athens, OH 45701 USA Bank Name: JPMorgan Chase Bank, NA Bank Address: 2 S. Court Street Athens, OH 45701 Bank ABA: 021000021 Swift #: CHASUS33 Beneficiary Name: Ohio University Beneficiary Acct. # 480343099</p> <p>_____ (signature) _____ Name: P.Maureen Valentine Title: Assistant VP for Research</p> <p>Date: 20/04/2017 Place: Athens, Ohio</p>	<p>Signing for and behalf of:</p> <p>SJSC “Latvijas gaisa satiksme”</p> <p>VAT Registration No. LV 40003038621 Address: Riga International Airport, LV-1053, Latvia Bank name: AS „SEB Banka” Account No. LV20UNLA0003029070855, UNLALV2X</p> <p>_____ (signature) _____ Name: Dāvids Tauriņš Title: Chairman of the Board</p> <p>_____ (signature) _____ Name: Elmārs Švēde Title: Member of the Board</p> <p>Date:13/04/2017 Place: Mārupe region, Latvia</p>
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