

## CONTRACT N° 02/16/ 12/4

**State Joint Stock Company "Latvijas gaisa satiksme" (LGS)**, VAT No. LV40003038621, with the place of business in International Airport "Riga", Marupe Municipality, LV-1053, Latvia, hereinafter referred to as the **LGS**, represented by Chairman of the Board Dāvids Tauriņš and Member of the Board Elmārs Švēde, from one side, and

**Public limited company "Lennuliiklusteeninduse AS" - Estonian Air Navigation Services (EANS)**, VAT No. EE100339639, with the place of business – Kanali põik 3, Rae küla, Rae vald, 10112 Harjumaa, Estonia, hereinafter referred to as "**the Supplier**", represented by Chairman of Management Board Tanel Rautits, from another side, the LGS and the Supplier hereinafter individually referred to as "**the Party**" and collectively referred to as "**the Parties**",

whereas the LGS desires to meet national regulation 1112/2013 related to independent Instrument Flight Procedure (IFP) Design Review conduction within the ground validation process of the instrument flight procedures of the Liepaja aerodrome and

whereas the Supplier has a proper experience to undertake the appropriate independent IFP design review for ground procedure validation purpose,

**NOW THEREFORE** the Parties have entered into the following Contract (hereinafter "Contract"), agree as follows:

### 1. SCOPE OF THE CONTRACT

1.1. Within the provisions and time schedule stated out in the present Contract and its Annexes, who are integral part of this Contract, the Supplier undertakes within the time period of not longer than **15.09.2016** to undertake following services (hereinafter "Services"):

1.1.1. the independent IFP design review of the instrument flight procedures that were designed by LGS for aerodrome Liepaja for the following conventional procedure types:

- Departure procedure for RWY06
  - ABREX 1E
  - ABRUM 1E
  - AMRIT 1E;
- Departure procedure for RWY24
  - ABREX 1G
  - ABRUM 1G
  - AMRIT 1G;
- VOR non-precision approach procedures for RWY06;
- ILS precision approach procedure for RWY24
- Holding procedure for RWY06

1.1.2. the independent IFP design review for the mentioned above instrument flight procedure types taking into account the following ICAO provisions:

- ICAO Doc 8168 volume II
- ICAO Doc 9906 Volume 5
  - Correct application of criteria
  - Data accuracy and integrity
  - Draft chart information consistency

1.2. The independent IFP design review must be performed by EANS persons trained in flight procedure design.



1.3. The Supplier shall be deemed to comply with this Contractual obligation hereunder insofar in accordance with the agreed Technical Specification for **Airport Liepāja** (Identification No LGS 2016/55) as specified in Annex No 1.

1.4. The LGS undertakes to accept and pay the Supplier for **Services** in accordance with the provisions of this Contract and its annexes.

1.5. The Supplier shall be deemed to comply with this contractual obligation hereunder insofar as it performs in accordance with this Contract.

## 2. PRICE AND PAYMENTS

2.1. The LGS undertakes to pay to the Supplier for Services provided according to this Contract. The **total Contract Price** is EUR **13 000** (VAT is not included).

2.2. All payments shall be made in euros (EUR).

2.3. All taxes, duties and fees in connection with the execution or performance of the Contract shall be borne by the LGS.

2.4. All payments will be paid against invoices with payment within 15 days counting from the day the LGS has received the invoice by e-mail.

2.5. The Parties agree that the invoices for any contractual payments will be sent electronically as standard e-mail in the scan from of original invoice to the e-mail address: lgs@lgs.lv. The original invoice will be sent by ordinary post.

2.6. Payments shall be transferred to the Supplier's account:

Bank name and branch full address:

SWEDBANK, Estonia

S.W.I.F.T. code HABAE2X

IBAN: EE112200221010801191

2.7. If the Supplier fails to fulfil its obligations in proper way and within the agreed time schedule then from the next day of the planned day of fulfilment of his duties, the LGS will be entitled to require of the Supplier to pay penalty fee 0,2 % (zero point two percent) of the total Contract Price (Clause 2.1.) per each week of delay. The penalties for delay in aggregate shall not exceed 10% (ten percent) of the total Contract Price (Clause 2.1.). Payment of penalty fee shall be in full compensation of any claim from the LGS with respect to the Supplier's liability for delay and shall be exclusive of any other kind of damages of whatsoever nature.

2.8. If the the LGS fails to fulfil its obligations in proper way and within the agreed time schedule starting from the next day after the agreed day of payment (Clause 2.4.), the Supplier will be entitled to require of the LGS penalty fee 0,2 % (zero point two percent) of the outstanding amount per each week of delay. The penalties for delay in aggregate shall not exceed 10% (ten percent) of the delayed payment. Payment of penalty fee shall be in full compensation of any claim from the Supplier with respect to the LGS's liability for delay and shall be exclusive of any other kind of damages of whatsoever nature.

## 3. FORCE MAJEURE

3.1. The Supplier is relieved of the responsibility for failure to fulfil fully or partially his obligations in case of force majeure such as fire, flood, earthquake, strike, war, mobilization or unforeseen military call-up of comparable magnitude, requisition, confiscation, revolt or riot, general reductions in power supplies, sabotage, epidemics, quarantine restrictions, freight embargoes and any event beyond the Supplier's control such as any governmental decision, any refusal, cancellation or non-renewal of any export licence or permit from government or other authority required for the sale of all or part of the Products or the purchase of the components /parts/ materials required for their manufacture.

3.2. In case of occurrence of any force majeure event, the Supplier must notify in written form the LGS of the beginning and ending of such circumstance.

3.3. Such notice shall be given not later than 15 days after the occurrence of the force majeure event.

3.4. The parties shall decide upon a new delivery plan which usually shall not be extended more than is due to the force majeure cause, also provided that The Supplier makes its best effort to minimize the delay and the effects of that delay.

3.5. The certificates issued by the Chamber of Commerce of the Supplier's or his subcontractor's country, respectively, must be regarded as a sufficient evidence of the presence of such circumstances and their duration.

3.6. If these circumstances continue over a period of more than 1(one) months, each of the parties has the right to refuse further fulfillment 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.

#### **4. ALTERATIONS AND ADDITIONS**

4.1. All changes and additions affecting the technical and functional contents of the Contract, or affecting the contractual time schedule and defined costs, responsibilities and other assumptions and conditions, will always be specified by written agreements between the LGS and the Supplier.

4.2. Both the LGS and the Supplier will have the right to request changes to the Contract and Contractual agreements and obligations. All such requests shall be in writing.

#### **5. COMMENCEMENT AND TERMINATION**

5.1. This Contract is entering into effect on the date of signing of the Contract by both Parties.

5.2. This Contract shall terminate when both Parties have fulfilled their obligations under the present Contract.

5.3. This Contract supersedes all other agreements, oral or written, heretofore made with respect to the subject hereof and the transactions contemplated hereby and contain the entire contract of the parties with respect to the subject matter hereof.

#### **6. LAW AND SETTLEMENT OF DISPUTES**

6.1 The relationship between the Parties are governed by international legislative acts, legislative acts of European Union and appreciated principles of international law and practice, which concerned the relationships under this Contract.

6.2 The contracting Parties shall try to solve by negotiations any dispute that arises in connection with the Contract. In the event that it proves impossible to solve the dispute by negotiations such dispute, controversy or claim shall be settled according to European Convention on International Commercial Arbitration.

#### **7. CONFIDENTIALITY**

7.1. The Parties agrees to hold in the strictest confidence any confidential information given each other by other Party in the performance of this Contract. Confidential information for the purposes of this Contract means the information which is confidential according common understandings about confidentiality. This clause shall survive termination of the Contract.

#### **8. MISCELLANEOUS PROVISIONS**

8.1. This Contract may be terminated by mutual agreement between the LGS and the Supplier, should the service no longer be needed, after proper compensation to the Supplier for work already executed or engagements made by him in accordance with this Contract.

8.2. Either Party may terminate this Contract upon written notice, if the other Party materially

breaches any of its terms or provisions. Termination for breach shall be without prejudice to the Parties' other rights and recourses.

8.3. If the Supplier is the initiator of the Contract breaking, it must finish the service according to this Contract and Annex No.1, which is integral part of the Contract.

## 9. CONTACT PERSON


9.1. For the purpose of this Contract the Supplier's contact person for contractual matters and for signing all kinds of the acceptance certificates will be Maarja Vipp, Head of Aeronautical Charting Group, e-mail: [maarja.vipp@eans.ee](mailto:maarja.vipp@eans.ee), phone: +372 625 8290.

9.2. For the purpose of this Contract the LGS's contact person for contractual matters and for signing all kinds of the acceptance certificates will be Vadims Tumarkins, Head of Aeronautical Information Service, e-mail: [vadims.tumarkins@lgs.lv](mailto:vadims.tumarkins@lgs.lv), phone: +371 67 300 661.


This Contract is signed in 2 (two) original copies, in the English language. Each Party has one copy. Each copy consists of 7 (seven) pages, including the Annexes.


Signing for and behalf of:

**SUPPLIER:**  
**Public limited company**  
**"Estonian Air Navigation Services"**

  
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Tanel Rautits  
Chairman of Management Board  
Date: 23.08., 2016  
Place: Harjumaa, Estonia

**LGS:**  
**State Joint Stock Company "Latvijas**  
**gaisa satiksme"**

  
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Dāvids TAURINŠ  
Chairman of the Board  
Date: 25.08., 2016  
Place: Marupe Municipality, Latvia

  
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Elmārs Švēde  
Member of the Board  
Date: 25.08., 2016  
Place: Marupe Municipality, Latvia

