

**EUROPEAN ORGANISATION FOR THE SAFETY OF AIR NAVIGATION**

**“EUROCONTROL”**

- Directives of the Permanent Commission -

**DIRECTIVE No. 10/76**

**relating to the conclusion by the Agency of an agreement with Belgocontrol, the DFS Deutsche Flugsicherung GmbH, the French Republic acting collectively via the Direction générale de l'Aviation civile - represented by the Direction des services de la Navigation Aérienne - and via the Ecole nationale d'Aviation civile, Luchtverkeers-leiding Nederland, the Luxembourg Administration de la Navigation aérienne and Skyguide for the cooperation on basic air traffic controller training**

THE PERMANENT COMMISSION FOR THE SAFETY OF AIR NAVIGATION:

Having regard to the EUROCONTROL International Convention relating to co-operation for the Safety of Air Navigation, amended by the Protocol signed at Brussels on 12 February 1981, and in particular Articles 6.1 (b), 7.3 and 13 thereof;

Noting the decision of the FABEC ANSP partners to cooperate on the joint provision of basic air traffic controller training;

Noting that the Cooperation Agreement would allow Maastricht UAC to satisfy its needs regarding basic training of air traffic controllers to be employed at the Centre in accordance with EUROCONTROL common core content specifications;

On the proposal of the Provisional Council and the Director General,

GIVES THE FOLLOWING DIRECTIVE TO THE AGENCY:

The Agency may conclude, on the Organisation's behalf, an Agreement with Belgocontrol, the DFS Deutsche Flugsicherung GmbH, the French Republic acting collectively via the Direction générale de l'Aviation civile - represented by the Direction des services de la Navigation Aérienne - and via the Ecole nationale d'Aviation civile, Luchtverkeersleiding Nederland LVNL, the Luxembourg Administration de la Navigation aérienne and Skyguide for the cooperation on basic air traffic controller training on the basis of the draft Agreement at Annex.

Done at Brussels on 5.10.10



G. TONELLI  
President of the Commission



# **ATCO Basic Training**

## **COOPERATION AGREEMENT**

**Version 1.0**

## COOPERATION AGREEMENT

### Article 1: Parties

This Cooperation Agreement ("Agreement") is made by and among

**the European Organisation for the Safety of Air Navigation (EUROCONTROL)**, Rue de la Fusée, 96, 1130 Bruxelles, hereinafter referred to as "**EUROCONTROL**", represented by its Director General, Mr David McMillan;

**DFS Deutsche Flugsicherung GmbH**, Am DFS-Campus 10, D-63225 Langen, hereinafter referred to as "**DFS**", represented by its Chief executive officer, Mr Dieter Kaden;

**the French Republic**, acting collectively via the Direction Générale de l'Aviation Civile represented by the Direction des Services de la Navigation Aérienne, hereinafter referred to as "**DSNA**", represented by its Director, Mr Maurice Georges, whose principal place of business is 50 rue Henry-Farman 75720 Paris Cedex 15; and via the **Ecole nationale d'aviation civile, ENAC**, represented by its Director, Mr Marc Houalla, whose principal place business is 7 avenue Edouard Belin 31055 Toulouse France

**Skyguide**, Swiss air navigation services Ltd, route de Pré-Bois 15-17, P.O. Box 796, 1215 Geneva 15, Switzerland, hereinafter referred to as "**Skyguide**", represented by its Chief Executive Officer, Mr Daniel Weder; and

**BELGOCONTROL**, Tervuursesteenweg 303, 1820 Steenokkerzeel, hereinafter referred to as "**Belgocontrol**", represented by its Chief Executive Officer, Mr Jean-Claude Tintin;

**Luchtverkeersleiding Nederland**, a legal entity governed by public law and established by the Aviation Act (*Wet Luchtverkeer*) of 18 June 1992 (*Staatsblad* 1992, 368), hereinafter referred to as Air Traffic Control The Netherlands "**ATC-NL**", domiciled at (1117 CV) Stationsplein Zuid-West 1001, Schiphol-Oost, the Netherlands, represented by its Chief Executive Officer/Chairman of the Executive Board, Mr Paul Riemens;

**Administration de la navigation aérienne**, BP 273, L-2012 Luxembourg, hereinafter referred to as "**ANA**", represented by its Director, Mr Ender Ulcun.

## **Article 2: Purpose of this Agreement**

- 2.1. The purpose of this Agreement is to:
- a) enable the Parties to jointly provide air traffic controller basic training to the Parties of this Agreement in compliance with the core objectives and the overall course content established pursuant to:
    - (i) Directive 2006/23/EC, ESARR 5 and
    - (ii) the EUROCONTROL specifications for ATCO Common Core Content Initial Training (EUROCONTROL Spec-0113);
  - b) coordinate the request/s for training and the capacity of the Parties' training units in order to make the best possible use of available capacity to carry out training course/s;
  - c) specify how the Parties will answer the training needs and standards of performance;
  - d) define the rights and obligations of the Parties against each other, including, but not limited to, their internal liability;
  - e) contribute to the harmonisation of the training content, planning and execution without prejudice to ongoing initiatives on the future FABEC training;
  - f) provide an intermediate approach to bridge the gap towards the implementation of a more integrated FABEC solution for training;
  - g) generate economies of scale through joint provision of training courses;
- 2.2. Nothing in this Agreement shall be deemed to create a formal organisation or legal entity amongst the Parties.
- 2.3. This Agreement shall be without prejudice to agreements entered into by the Parties concerning training of their own personnel.

## **Article 3: Governance**

- 3.1. This Agreement will be governed by a Steering Committee.
- 3.2. Each Party shall designate one (1) representative to the Steering Committee and notify in writing the name to the other Parties, except the French Republic which may designate two (2) representatives acting collectively.
- 3.3. The main tasks of the Steering Committee are:
- a) define training courses for the purpose of this Agreement (content, duration, entry and exit levels) without prejudice to the definition of courses within the FABEC programme;
  - b) approve the allocation of the training courses and distribution of the packages as set out in Annex A to Parties' training units, matching demand and available capacities to the widest extent.

- c) oversee the progress and planning;
- d) take corrective actions;
- e) propose amendments to this Agreement and/or its Annexes, including the cost sharing arrangements;

#### **Article 4: Chair of the Steering Committee**

- 4.1. The Steering Committee designates its Chairman for a 1 year renewable term.
- 4.2. The Chairman shall:
  - a) receive and coordinate the training requests and requirements of the Parties;
  - b) proposes to the Steering Committee the allocation of the training courses and distribution of the packages as set out in Annex A to Parties' training units, matching demand and available capacities to the widest extent
  - c) coordinate the actions and tasks of the Parties;
  - d) perform the tasks attributed by the Steering Committee under the performance of this Agreement;
  - e) establish records of training courses and notify all Parties concerned of the amounts to be invoiced.

#### **Article 5: Rights and Obligations of the Parties**

- 5.1. Each Party shall be fully responsible for its contributions as set out in Annex B, including those of its sub-contractors and shall ensure timely completion and fulfilment of its duties and obligations in order to meet the requirements (Annex A and B) as stipulated in this Agreement and those of the Parties requesting training. In the event one Party requires the services of one or more sub-contractors, such sub-contractor shall be contracted only following the prior written approval of the other Parties.
- 5.2. Parties can have one or more of the following roles in fulfilling this Agreement:
  - a) the **Training Leader** will be the Party who has the main responsibility for the organisation of the training course;
  - b) the **Requesting Party(ies)** are Parties whose staff is trained pursuant to this agreement;
  - c) the **Providing Party(ies)** are Parties who provide one or several training packages to the Requesting Party(ies).

The detailed scope and the delineation of the roles are defined in Annex B.
- 5.3. Each Party shall be responsible for complying with any legal obligations incumbent on it, notably those resulting from employment, tax and social legislation.

- 5.4. The Parties will make every reasonable effort to enable the other Parties to fulfil their obligations under this Agreement, in particular provide full and complete information concerning respectively their requirements and offers.
- 5.5. Notification of matters which may have an impact on the proper performance of this Agreement shall be made in written form to the Steering Committee without delay. All Parties concerned will make every reasonable effort to solve these matters and to ensure the fulfilment of this Agreement.
- 5.6. No Party shall have the authority to make any commitment for and on behalf of any other Party except to the extent that such authority has been specifically granted under this Agreement or by all the other Parties in writing.
- 5.7. Parties shall not conclude bilateral agreements amongst them derogating from the provisions of this Agreement without prior consent of the Steering Committee.
- 5.8. Each Party has the right to check the status of the task by arrangement and to make any observations or suggestions which it may deem appropriate.
- 5.9. Each Party shall draw up and make available to the other Parties and to persons empowered by these any documents necessary to perform the task forming the subject matter of this Agreement.
- 5.10. Unforeseeable events and actions shall be reported to the respective party as soon as they occur.
- 5.11. Neither Party shall be considered to have waived any right under this Agreement because of failure or delay in exercising that right.

#### **Article 6: Certification**

- 6.1. Each Party shall be fully responsible for its certification as ANS training provider for air traffic controller initial training according to Directive 2006/23/EC or the Regulation replacing it and provide proof of such certification to the other Parties.
- 6.2. The training plans for basic ATCO training shall be approved by the competent National Supervisory Authority ("NSA") of the place where the Party has its registered headquarters. A mapping of the training plan content against EUROCONTROL ATCO Training Common Core Content specification V1.0 or other relevant documentation shall be made available to the NSAs as required.
- 6.3. This mapping shall also be provided to the Steering Committee upon request.

#### **Article 7: Determination of prices**

- 7.1. The price of the training courses shall be established in accordance with Annex A. The Requesting Parties shall share the cost in proportion to the number of their staff trained, taking own contributions into account where applicable.
- 7.2. The Steering Committee Chairman shall keep record of all training courses and notify to the Requesting Party(ies) the amount to be paid to the Providing Party(ies). The Providing Party(ies) shall invoice the Requesting Party(ies) accordingly.

## **Article 8: Intellectual Property Rights**

- 8.1. Intellectual property rights in software, documents and other material provided by a Party to the other Parties and/or the staff to be trained ("Background Information"), whether in machine-readable or written form, are the property of the Party providing it.
- 8.2. The other Parties shall be entitled to a non-exclusive, non-transferable and irrevocable right to use and copy all Background Information made available in accordance with article 8.1. for the purposes of this Agreement.
- 8.3. The Parties make no warranty, express or implied, with respect to the adequacy, accuracy, reliability, safety of any information or data which the Parties obtained from source material created, designed or published by others.
- 8.4. The Party having provided Background Information agrees to defend and hold harmless the other Parties from any claim arising from the failure of the providing Party to respect any intellectual property rights in the Background Information.
- 8.5. Material resulting from the execution of this Agreement, including the development of work-packages by one Party ("Foreground Information"), will be owned individually by the Party generating it, unless otherwise agreed between the Parties. Foreground Information generated by more than one Party will be jointly owned by those Parties generating it, unless otherwise agreed by the Parties concerned.
- 8.6. Dissemination, transfer, licensing or any commercial use of Background Information obtained under article 8.1., as well as jointly owned Foreground Information by one or more Party(ies) shall require the prior approval of the owning Party(ies).

## **Article 9: Liability**

- 9.1. Each Party shall exonerate the other from all civil liability arising from loss, damage or bodily injury suffered by its staff as a result of the performance of this Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate omission or wrongful act on the part of the other Party(ies) or its staff.
- 9.2. Each Party shall indemnify the other and its staff against any action for compensation for loss, damage or bodily injury to third parties, including their own staff or any staff under contract, arising from the performance of this Agreement, where such loss, damage or bodily injury is not due to grave negligence or deliberate omission or wrongful act on the part of the other Party(ies) or its staff.
- 9.3. The Parties shall have sole control of the defense and all negotiations for settlement of such action, except that no compromise or settlement thereof may be effected or committed to by the Parties without the written consent of the other Parties, which will not be unreasonable withheld.

- 9.4. The Parties 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 cannot perform its 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, excessive sickness rates, epidemic, quarantine, restrictions, storm, flood, earthquake, virus attacks on data processing systems or any natural disaster.

#### **Article 10: Confidentiality**

- 10.1. All information which is disclosed by a Party to any other Party or third party in connection with this Agreement shall be considered as “confidential” and shall be treated as such.
- 10.2. Parties shall not disclose any confidential information acquired in connection with this Agreement to any person other than one employed or officially entitled by the Parties or by law to handle such information without the prior written consent of the Parties or third party which owns this information.
- 10.3. These provisions shall remain valid for a period of five years following expiry of this Agreement.
- 10.4. The above obligations do not apply to information:
- a) which is already, or subsequently becomes, generally available by means other than the fault of, or breach of this Agreement by the receiving Party;
  - b) which the receiving Party can demonstrate it rightfully had in its possession prior to disclosure to receiving Party by the disclosing Party;
  - c) which the receiving Party independently develops without the use of the confidential information, or any part thereof; or
  - d) where the receiving Party has rightfully obtained from a third party the right to transfer or disclose the confidential information.

#### **Article 11: Data protection**

The Parties warrant that all personal information provided pursuant to this Agreement shall only be used for the purposes of its execution and processed by them in accordance with the applicable national laws on the protection of individuals with regard to the processing of personal data or, in the case of EUROCONTROL, in accordance with the *EUROCONTROL Regulation on personal data protection* approved by its Member States. In particular, the provision of personal data of trainees shall be limited to the Party(ies) who need this data in order to organise and conduct training courses or packages pursuant to this Agreement and shall be solely processed for the purpose of conducting the training.

#### **Article 12: Taxes**

- 12.1. Each Party shall have sole responsibility for compliance with the tax laws which apply to it.

- 12.2. The invoices to the Parties shall be issued pursuant to the taxation regime applicable to the invoicing Party.

### **Article 13: Entry into force and duration**

- 13.1. This Agreement shall come into force upon signature of all Parties.
- 13.2. This Agreement shall thereafter remain in force for 3 years.
- 13.3. This Agreement may be renewed by written amendment at least 6 months before its expiry for further periods of 1 year.
- 13.4. Any commitment entered into between the Requesting Party(ies) and the Providing Party(ies) for a particular training package or course and as approved by the Steering Committee shall remain unaffected by the termination unless specifically agreed otherwise between them.

### **Article 14: Joining**

The adherence of an additional party shall be subject to an amendment of this Agreement. The impact on the provision of training courses under this Agreement shall be resolved by the Steering Committee.

### **Article 15: Withdrawal**

- 15.1. Any withdrawing Party shall bear the full costs pertaining to its withdrawal from this Agreement. The withdrawing Party together with the remaining Parties shall do the utmost to ensure a smooth transfer of its rights and obligations affected by the withdrawal.
- 15.2. Any commitment entered into between the Requesting Party(ies) and the Providing Party(ies) for a particular training package or course and as approved by the Steering Committee shall remain unaffected by the withdrawal unless specifically agreed otherwise between them.
- 15.3. Withdrawal shall be notified in writing to the other Parties with nine (9) months notice.
- 15.4. The withdrawal of one or several parties shall not affect the validity of this Agreement between the remaining Parties.

### **Article 16: Severability**

Should any provision of this Agreement prove to be invalid or impracticable, whether in whole or in part, this shall not affect the validity of the remaining provisions. Should such case occur, the Parties shall strive to negotiate in good faith a practical and valid provision which fulfils the purpose of the invalid or impracticable provision.

### **Article 17: Settlement of dispute**

Any dispute arising between the Parties relating to the interpretation or performance of this Agreement and which cannot be settled by direct negotiation or by any other means,

shall be referred to arbitration in accordance with the Optional Rules for Arbitration of the Permanent Court of Arbitration.

The number of arbitrators shall be three. Each Party to this Agreement may nominate an arbitrator to a board of arbitrators. In the event of a dispute referred to arbitration pursuant to this provision, the claimant and the defendant shall each nominate a member from the board; where on the side of the claimant or defendant there is more than one party, the claimants or defendants shall, respectively, jointly designate one arbitrator. The two arbitrators shall choose the third arbitrator who may be a member of the board or not and who will act as the presiding arbitrator of the tribunal. If, within 60 days of receipt of a request for arbitration from one of the parties, the parties are unable to reach agreement on the appointment of one or more arbitrators, the remaining appointment or appointments shall be made by the Secretary-General of the Permanent Court of Arbitration taking into account the qualifications of the members to be appointed with regard to the matters covered by this Agreement.

The Tribunal shall decide the dispute in accordance with this Agreement and the general principles of the law of the parties to the dispute.

The language to be used in the proceedings shall be English.

#### **Article 18: Language**

All communication under this Agreement shall be in English.

#### **Article 19: Amendments**

Amendments to this Cooperation Agreement shall be in written form only and signed by duly authorised representatives of each Party.

The Chairman of the Steering Committee keeps record of the Amendments.

**The Parties have executed this Agreement in 8 original copies in the English and French language.**

**Signatories**

Authorised to sign on behalf of **EUROCONTROL**

Date :

Signature :

Name :

Authorised to sign on behalf of **DFS Deutsche Flugsicherung**

Date :

Signature :

Name :

Authorised to sign on behalf of **The French Republic**

DSNA

Date :

Signature :

Name :

ENAC

Date :

Signature :

Name :

Authorised to sign on behalf of **Skyguide**

Date :

Signature :

Name :

Authorised to sign on behalf of **Belgocontrol**

Date :

Signature :

Name :

Authorised to sign on behalf of **LVNL**

Date :

Signature :

Name :

Authorised to sign on behalf of **Administration de la navigation aérienne**

Date :

Signature :

Name :

# ANNEX A

## Basic Training

The Air Traffic Controller basic training consists of the following packages:

1. Welcome (WEL)\*
2. Introduction (INT)
3. Professional Environment (PEN)
4. Human Factors (HUM)
5. Aviation Law (LAW)
6. Air Traffic Management (ATM)
7. Navigation (NAV)
8. Meteorology (MET)
9. Aircraft (AFT)
10. Equipment and Systems (EQS)
11. Briefing (BRIEF)
12. Test (TEST)
13. Examinations (EXAM)
14. Part task trainer & Simulator (PTT & SIM)
15. Infrastructure
16. Administration

\* to be offered by training unit that also provides the infrastructure

The Initial training is to be split up between the respective packages. For each package, the percentage as listed below shall reflect its relation to the total effort and shall be attributed to the total cost:

Price per seat				€ 20.000		
Subject	Type	Weight	% of Delivery	Subject price (in €) per student	Net Instructor hour	Net Simulator Pilot hour
INTR	Theory	37,50%	4%	300,00		
LAW			15%	1.125,00		
ATM			16%	1.200,00		
MET			9%	675,00		
NAV			10%	750,00		
AFT			11%	825,00		
HUM			5%	375,00		
EQS			10%	750,00		
PEN			5%	375,00		
BRIEF			5%	375,00		
TEST			2%	150,00		
EXAM			8%	600,00		
PTT & SIM			45,00%	100%		
Infrastructure		15,00%	100%	3.000,00		
Administration		2,50%	100%	500,00		
Total		100,00%		20.000,00		

**Note:** Instructor hours only to be paid for the Simulator and Practical training if not provided by training leader; for classroom teaching, the stipulated totals are to be paid (relative to the percentage of delivery).

### **Cost Sharing Key**

The total cost of the basic training is set at 20.000 € per student, excluding VAT. The cost per training package will be determined in accordance with the percentage assigned to each training package as shown above and shall also cover cost for overhead and travel of training staff, where required.

The Steering Committee Chairman is responsible for the establishment of records of training courses and for the notification of all Parties concerned of the amounts to be invoiced. Invoices shall only be issued after completion of a training package.

All costs are due 30 days after reception of the invoice by the Requesting Member.

## ANNEX B

### Detailed scope of the contributions of each Party

The Parties offer the following training packages, respectively:

	EURO-CONTROL	DFS	LVNL	Belgo-control	ENAC	Skyguide	ANA
Welcome		X	X	X	X	X	
Introduction		X	X	X	X	X	
Professional Environment		X	X	X	X	X	
Human Factors	X	X	X	X	X	X	
Aviation Law	X	X	X	X	X	X	
Air Traffic Management	X	X	X	X	X	X	
Navigation	X	X	X	X	X	X	
Meteorology	X	X	X	X	X	X	
Aircraft	X	X	X	X	X	X	
Equipment and Systems	X	X	X	X	X	X	

The Steering Committee shall be responsible to allocate the training packages to the providing members, based on availability of resources.

#### I. Responsibilities of the Training Leader

Each training course shall be assigned to the Party providing the training facilities, e.g. class rooms. This Training Leader) shall then be responsible to:

##### 1. Provide accommodation

The Training Leader shall offer accommodation either in own facilities or through a third party offering the accommodation. Cost incurred for accommodation shall be borne by the Requesting Party, subject to invoices produced by the Training Leader. These costs are due 30 days after reception of the invoice by the Requesting Party.

Accommodation shall be available at least 2 days prior and after the planned start/end of the training course.

##### 2. Provide support to staff to be trained

The Training Leader shall assist the staff to be trained in all administrative aspects regarding their training. This shall explicitly include the registration with national authorities where required.

**3. Grant access to facilities**

The Training Leader shall provide the staff in training, the staff of the Requesting Party and staff of the Parties who offer training packages at the Training Leader's facilities restricted access to personnel, facilities, documents, and conferences of its own, and/or third parties, as required for the performance of the task.

**4. Provide training documentation**

The Training Leader shall be in charge of providing advance training documentation ("weekly programme") to the Requesting Members on a regular basis.

**5. Ensure competence of training staff**

The Training Leader must ensure that staff used by Providing Members meets the competency requirements of the regulator of the Training Leader's training unit.

**6. Examinations**

The Training Leader shall be in charge of organising and following up examinations according to its approved training scheme.

**7. Regular staff reports**

The Training Leader shall be responsible to provide the Requesting Members with behavioural reports, intermediate progress reports and results of examinations on a regular basis.

**8. Provide a student file at the end of training**

The Training Leader shall deliver a full student file (e.g. reports on behaviour, marks obtained in examinations) at the end of the training and provide details about performance in general as well as personal behaviour during a student follow up meeting.

This obligation shall be met regardless of data protection agreements.

**9. Observers**

The Requesting Parties shall be granted access to examinations and tests as observers, if so required.

**II. Responsibilities of the Requesting Parties**

The Requesting Parties shall be responsible for:

**1. Information of staff**

The Requesting Parties have to ensure their staff is informed on their rights and obligations as staff of the Requesting Party. The Training Leader and the

Requesting Party will agree on the inclusion of this introduction session in the "Introduction" part of the training.

**2. Qualification of students**

The Requesting Parties warrant that the students to be trained by the Providing Parties meet the minimum prerequisites for such training and shall attend all required training activities. The appropriate personal profile of the students for the Air Traffic Controller Profession has been analysed by a proven assessment procedure and meets the requirements for entry/exit levels as defined by the Steering Committee.

**3. Insurance of staff**

The Requesting Parties shall be responsible to ensure social insurance, health insurance, accident insurance and, where required, personal liability insurance for their staff. Proof of the insurance shall be provided to the Training Leader upon request.

The Providing Parties shall not be held liable in case of lack of any of the above mentioned insurances.

**4. No show of students**

No costs (neither for training nor for accommodation) will be charged if training seats are cancelled 30 calendar days before the start of training.

50% of the costs for the entire course will be due if a cancellation is made less than 30 but more than 7 calendar days before the start of training,

100% of the costs for the entire course will be due if a cancellation is made less than 7 calendar days before the start of training.

**5. Early termination of training**

The costs of the entire training course will be due in the case a trainee ceases or fails the training.

**6. Travel Costs**

The Requesting Parties are responsible to cover all cost incurred by their trainees related to travel in connection with training courses under this Agreement.

**III. Responsibilities of Providing Parties**

The Providing Parties shall be responsible for:

**1. Provision of agreed training packages**

The Providing Parties must ensure to meet their obligations regarding the provision of the assigned training packages. They must ensure that the training packages meet the standards as approved by the respective NSA when approving the training courses and are delivered within the agreed time frame.

In the event of an excusable delay of no more than three working days in any delivery date mentioned in the planning, that delivery date shall be postponed by the length of the excusable delay.

The Providing Party shall as soon as it knows of any circumstances or events which may reasonably be anticipated to cause or constitute an excusable delay, give notice and documentary evidence thereof to the receiving party(ies).

All training documentation as well as the classes must be conducted in the English language.

**2. Staff qualification**

The Providing Parties shall only use qualified staff to provide the training and, upon request, provide proof of the staff qualifications.

**3. No show of instructors**

If staff of a Providing Party fails to deliver the assigned training package(s) due to reasons attributable to the Providing Party, the providing party shall reimburse the cost incurred by finding replacement staff to deliver the training package.

**4. Travel Costs**

Providing Parties are responsible to cover all costs incurred by their staff related to travel in connection with offering training under this Agreement.