

**AGREEMENT FOR THE ACCREDITATION OF TRAINING SCHOOLS
BETWEEN**

Capacitacion Transaero

AND

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)



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This Agreement for the accreditation of training school (the "**Agreement**") is made

BETWEEN: **International Air Transport Association**, an association incorporated by a Special Act of Parliament of Canada, through its division IATA Training, with its head office located at 800 Place Victoria, P.O. Box 113, Montreal, Quebec, Canada H4Z 1M1 ("**IATA**")

AND: **Capacitacion Transaero**, an entity organized and existing under the laws of Colombia with its head office located at Calle 26 No. 106 - 39 Piso 2, Nuevo Terminal de Carga TC3, CSU -A- Aeropuerto El dorado, Bogotá, Colombia the "**School**")

WHEREAS the main objectives of IATA are to promote safe, regular and economical air transport for the benefit of the peoples of the world, to foster air commerce and to study the problems connected therewith, and to provide means for collaboration among air transport enterprises engaged directly or indirectly in international air transport service.

WHEREAS IATA has endorsed various courses for the training of students enrolled in one or more of the following IATA proprietary training programs as found listed in the Accredited Training School Handbook;

WHEREAS IATA has established a network of IATA Accredited Training Schools (ATS) around the world for the delivery of training services and programs based on IATA's publications, instructional standards, manuals, guidelines and requirements;

WHEREAS IATA and the School agree that it is in their mutual interest and the interest of the shippers, cargo agents, freight forwarders, handling agents, airlines and the general public that Students receive competent training regarding dangerous goods;

NOW, THEREFORE, in consideration of the above and of the mutual agreements contained herein, the parties agree as follows:

ACCREDITATION

1. IATA agrees to accredit the School as an "IATA Accredited Training School" in Colombia (the "**Territory**"). The School shall comply and maintain compliance with the terms and conditions of this Agreement and of the Accredited Training School Handbook attached hereto as Annex A (the "**ATS Handbook**") during the Term of this Agreement.
2. IATA agrees to accredit the School provided that it meets, and continues to meet throughout the term of this Agreement, the terms and conditions of this Agreement and the conditions and criteria for such accreditation, as set out in the "Handbook". The School acknowledges having received the Handbook, which forms part and is incorporated into this Agreement by reference.
3. Once IATA has endorsed at least one course offered by the School, the School will be considered an "IATA Accredited School" and IATA will issue a Certificate of Accreditation to the School attesting that the specific course(s) reviewed meets IATA's criteria.
4. Any IATA Endorsed Course delivered by the School must be represented as such.
5. For any Endorsed Course taught by an Accredited School, the School will pay application fee, course endorsement annual fees and Royalties as outlined in the Handbook, and issue Students receiving a grade of Pass or Distinction a certificate that includes a certification number/IATA certificate provided by IATA.
6. Once IATA has issued a Certificate of Accreditation to the School, the School shall be considered to be an IATA Accredited School for the purposes of the specific Endorsed Course(s) only.
7. If an Accredited School wishes to have further courses endorsed by IATA, it must fulfil the conditions of the IATA Accredited Training Network outlined in the Handbook.
8. In the event that IATA determines that the course(s) do(es) not qualify for endorsement, or continuing endorsement, it will provide the School in writing an explanation as to why the course(s) do(es) not so qualify and what actions will be or need to be taken.
9. The School must submit to IATA any changes made to the information initially submitted within the original Accredited Training School Application Form as stated in the Handbook . These changes will be deemed as a "Change in Situation" and the criteria are outlined in the provided handbook.
10. Once an initial course(s) is endorsed, IATA or an IATA representative mandated by IATA will have the right to visit the School, with or without prior notice, to assess the continuing quality of the Endorsed Course(s). Recommendations made by IATA to the School regarding quality improvements will be given to the School for immediate implementation. These audits and inspections are outlined in the handbook.



11. In order to determine whether an Endorsed Course(s) still meets the criteria for endorsement, IATA reserves the right to require at any time, submission by the School of all required current documentation and information relating to the Endorsed Course (s) for IATA's review and approval. If the School does not supply IATA satisfactory information within thirty (30) days of IATA notifying the School, then IATA may withdraw its endorsement of the course(s) and, if applicable, the Accreditation, with immediate effect.
12. For the Dangerous Goods courses already endorsed by IATA, the School shall not be required to re-submit the entire course documentation on an annual basis. Only changes to the lesson plan, course materials and new final examination, updated to reflect the latest edition of the DGR are required on an annual basis. At the latest on November 1st of each calendar year of the Term, IATA shall provide the School with (i) one free copy of the latest edition of the DGR for the School's internal use and (ii) the generic IATA DGR course material, lesson plan and any other IATA documentation relating to the Endorsed Course(s), including any updates thereof made by IATA to reflect the latest edition of the DGR (the "**IATA Course Material**"), should the School have IATA DGR endorsed courses .
13. The School will furnish IATA with the personal data for all Students who have registered to (i.e. attended) an Endorsed Course (for example, initial, recurrent or awareness course), within 30 days of the end of each calendar quarter. This information is to be provided through the Student Registration Form on the IATA extranet, as shown in the Handbook.
14. The School shall print their own student certificates using either the serial numbers issued by IATA or numbered IATA certificates provided as per the guidelines described in the Handbook. The School will ensure that all Students are registered in the extranet regardless of their final grade.
15. The School shall be responsible for issuing a Course Certificate to each Student having successfully completed an Endorsed Course in accordance with the requirements set forth in the ATS Handbook. No other certificate or similar recognition may be issued by the School pertaining to the particular Endorsed Course and Course Certificate issued to a Student. The School shall ensure that all Course Certificate numbers issued to the Students who successfully completed an Endorsed Course are registered in the IATA electronic database. The School shall report to IATA on a regular basis on the Course Certificates issued by the School, including the name and coordinates of the Students, title and date of the Endorsed Courses, date of the exams and grade obtained along with the matching Course Certificate serial number.
16. IATA will maintain a register of all IATA Accredited Schools (the "**School Register**"). The School Register shall include the name and address of each Accredited School, the year of first course endorsement, a list of each Endorsed Course, the category of personnel trained, and the name of the official contact person of the School.

FINANCIAL PROVISIONS

17. In consideration of IATA's review and potential or actual endorsement of the School's course(s), the School agrees to pay to IATA the fees specified within the Handbook.
18. Payments must be made without any set-off or counter claim and free of deduction (except as required by law) of any taxes or governmental charges. If any deduction or withholding is required by law, the School must pay the required amount to the relevant governmental authority, provide IATA with an official receipt or certified copy or other documentation acceptable to IATA evidencing the payment, and pay to IATA, in addition to the payment to which IATA is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by IATA free and clear of all taxes equals the full amount IATA would have received had no such deduction or withholding been required.
19. Should any taxes (including but not limited to any goods and services or other value added tax), levies, fees, charges or duties be imposed, levied or become payable in respect of this Agreement, the School will pay any and all such taxes, levies, fees, charges and duties, in addition to any other payments due under this Agreement. In the event IATA pays any such tax or assessment, the School will immediately reimburse IATA upon demand.
20. During the term of this Agreement and for three (3) years following its termination, The School will keep all records relating to the calculation of fees owed to IATA as well as Student records under this Agreement. IATA will have the right to cause an independent accountant to audit all records kept by the School, which relate to the calculation of fees owed by the School to IATA under this Agreement. The School shall bear all costs for the audit and pay a penalty of US\$ 5,000 to IATA, if it reveals a deficiency of more than 5% of the amount paid when compared with the amount determined to be due under this Agreement. All amounts due shall be paid to IATA within fifteen (15) days of such determination. Any overdue amount shall bear interest from the due date until actual payment is received by IATA at an annual rate of interest equal to the prime interest rate as established from time to time by the National Bank of Canada, plus one point five percent (1.5%), calculated and compounded monthly. In the event the client is an IATA Clearing House member, the Client agrees that any overdue amount that exceed sixty (60) days shall be processed through the Clearing House.
21. The School shall, within thirty (30) days of the end of each calendar quarter during the Term of this Agreement, provide to IATA with the information required under the ATS Handbook regarding all Students having registered and attended to all endorsed courses during that period. Such information shall be provided through the web-based online form made available by IATA as further set forth in the ATS Handbook.

INTELLECTUAL PROPERTY

22. Nothing in this Agreement shall be deemed to be an assignment or license from IATA to the School to use or reproduce the IATA name and/or logo, and/or IATA



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copyrighted material. However, the School may use the special IATA Logo developed for Accredited Schools, as depicted in Attachment 1 (the "IATA Logo"), which forms and integral part of this Agreement, in course materials distributed to registered Students, official attestations provided to successful Students in accordance with Section 5 above or promotional materials for Endorsed Courses, including the literature and advertisements described at Section 22 above, provided that (i) the School conforms to the specifications regarding form, design, colour, spacing, etc adopted by IATA and communicated from time to time to the School, and (ii) the School provides IATA with a sample of each new material(including without limitation, samples of attestations, on which the IATA Logo appears. Unless IATA objects to a sample within ten (10) days of receipt of that sample, the School may print, use and distribute that material. No material shall be printed, used or distributed by the School in the event IATA objects to it. In the event of an objection, IATA shall indicate the nature of the problem to the School. Any other use of the IATA name and/or logo or the IATA copyrighted material must first be submitted to IATA for written approval prior to its final print, use or distribution by the School, such approval may be withheld by IATA.

All original work developed by or for the School or its representatives shall remain the property of the author or the School, as applicable, and shall be protected by copyright and other applicable intellectual property laws.

23. Subject to the provisions of Section 23, the School may include a statement in any literature, including advertisements, that it offers course(s) regarding Dangerous Goods have been endorsed by IATA.

ADVERTISING AND LOGO

24. To assist the School in the promotion of the endorsed course(s) hereunder during the Term, IATA hereby grants to the School the right to use the IATA Accredited School logo as depicted in Annex A hereof, in accordance with the provisions this Agreement, the ATS Handbook and the IATA guidelines and technical specifications for logo use and corporate brand. No material marks or advertisement in any form whatsoever shall display IATA's name or the IATA Accredited School logo without IATA's prior written approval. At least ten (10) business days prior to final print and distribution, the School shall submit to IATA all samples of all advertisements, forms, letterhead, brochures, printing, business cards or other promotional material using the IATA's name or the IATA Accredited School logo for IATA's prior written approval. The IATA Accredited School logo shall not be redrawn or altered in any way and shall only be reproduced as is, using the same design, style, typeface, colour and spacing specified and approved by IATA. IATA reserves the right to establish at any time new rules or restrictions regarding the use of IATA's name or the IATA Accredited School logo, upon written notice to the School.
25. Subject to Section 36, the School hereby grants to IATA the right to use, copy, reproduce, modify and distribute the Customizations for any purpose as IATA may deem appropriate in the interest of safe transportation of cargo. For a period of two (2) years following expiry or termination of this Agreement, whenever IATA uses, copies,

reproduces or distributes the Customizations in whole or in part, IATA shall identify the School as the source of the original Customizations.

26. The School hereby authorizes IATA to reproduce the School's name and logo, for purposes of promoting the IATA Accredited Training School Network's programme and performing its obligations.

DATA PRIVACY

27. In the Agreement, "**Personal Data**" refers to any information relating to an identified or identifiable individual, such as a name, an identification number, an online identifier, etc. made available by one party to the other party. "**Process**" or "**Processing**" shall mean any operation performed on the Personal Data such as collection, use, storage, disclosure, etc. Where Personal Data will be communicated under the terms of this Agreement, each of the parties agrees:
- a) That it is responsible for complying with any obligations applying respectively to each of the parties under applicable data privacy laws and regulations. A particular attention shall be given to the information of the individuals, the respect and the exercise of their different rights on or in relation with their Personal Data;
 - b) To refrain from requesting Personal Data beyond what is necessary to fulfil the purpose(s) for which it is requested, which purpose(s) for requesting Personal Data shall be specified and legitimate;
 - c) To agree in advance as to the categories of Personal Data which are required to be made available pursuant to this Agreement and monitor they are complete, accurate and relevant having regard to the purpose for which they are processed;
 - d) To adopt appropriate technological and organisational security measures in order to protect Personal Data, having regard to the level of risk;
 - e) That Personal Data will only be processed to fulfil the purposes(s) for which it was made available;
 - f) To ensure that any third party to whom Personal Data is transferred is bound by the same level of protection defined in the present agreement;
 - g) To respect any applicable legal requirement regarding cross-border transfers;
 - h) To reasonably co-operate with the other in connection with its own compliance with the applicable law and to reimburse the other for any excessive or manifestly unfounded charges incurred in providing each other assistance;
 - i) To amend and update Personal Data upon receiving instructions to do so from the other party and/or directly from the individual;
 - j) To promptly return to the other or delete all Personal Data owned by the other party which is no longer necessary to fulfil the purpose(s) for which it was made available, unless otherwise instructed by the other party, the relevant individual or unless required by law.

LIABILITY AND INDEMNIFICATION

28. The School shall cause its employees, managers, principals, directors, representatives or Instructors to perform the training services or otherwise perform the School's



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obligations hereunder in compliance with any applicable laws and regulations, and the School assumes sole responsibility for its actions and those of its employees, managers, principals, directors, representatives and Instructors.

29. Each party shall be solely liable to each other and to any third party on account of the negligence or wilful misconduct of itself, its employees, agents and contractors in the performance of, or failure to perform its obligations under this Agreement, including, with respect to the School, the performance of training services hereunder.
30. Notwithstanding any provision hereof, IATA shall not, in any circumstances, be liable for any indirect, incidental or consequential loss or damage arising out of the performance of its obligations hereunder and, in any event, IATA's total liability for any and all claims and damages hereunder (whether in negligence or otherwise) is expressly limited to an amount not exceeding the total amount of Fees paid by School to IATA during a period of twelve (12) months preceding the date of notification of the claim to IATA, except in the event of IATA's gross negligence or wilful misconduct.
31. The School hereby agrees to indemnify and hold harmless IATA and its officers, employees, agents and servants from and against any and all claims, demands, actions, causes of action, judgments, costs, reasonable attorneys' fees, expenses and any liability of any kind or nature which they may incur, suffer or be required to pay as a result, directly or indirectly, of the School performance or failure to perform its obligations under this Agreement (including training services to third parties), unless such damages are due to IATA's gross negligence or wilful misconduct.

TERM AND TERMINATION

32. This Agreement shall enter into effect as of March 1, 2019 and shall remain in effect until 31 December, 2019. This Agreement shall renew automatically for successive one (1) calendar year terms, unless a written notice of non-renewal is given by one party to the other party no less than sixty (60) days prior to the end of the term then in progress or unless terminated pursuant to the terms herein. This Agreement may be terminated by:
 - (i) mutual consent;
 - (ii) either party, at any time, with six (6) months' prior written notice to the other for any reason whatsoever and without payment of any penalties;
 - (iii) IATA, upon thirty (30) days written notice if the School:
 - a) rejects or objects to an amendment pursuant to Section 34;
 - b) has not paid fees to IATA within thirty (30) days of the date due;
 - c) fails to register a minimum of fifty (50) Students in Endorsed Courses in any given calendar year;
 - d) makes any unauthorised use of the IATA name and/or logo, or the IATA Logo; or IATA copyright material, or



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- e) is in breach of or more of the provisions of this Agreement or does not comply with one or more of the conditions or endorsement criteria as set out in this Agreement and/or Handbook then in effect.

Termination by IATA pursuant to Section 33 (iii) b) through e) inclusive shall be without prejudice to IATA's other rights and recourses.

AMENDMENTS

- 33. IATA reserves the right to amend the Handbook or the Attachment to this Agreement from time to time, and shall supply a copy of the amended Handbook to the School. The amended Handbook will enter into effect thirty days following its dispatch to the School. If the School does not object to the amended Handbook, within thirty (30) days of the date the amendment was dispatched to the School, the revised Handbook, as amended will become a part of this Agreement. Notwithstanding the foregoing IATA may only increase the fees payable to IATA pursuant to the Handbook on an annual basis by written notice the School delivered no less than ninety (90) days prior to the end of the term then in progress and to take effect upon renewal of the term of this Agreement. IATA may terminate this Agreement in accordance with the termination provision above, should the school object to the amendment. Notwithstanding the foregoing, no amendment to the Handbook will affect an Endorsed Course: A) in progress at the time of the dispatch of the amendment; or B) which commences within the thirty (30) day-period immediately after the dispatch of the amendment.
- 34. Except as provided for in the preceding Section, this Agreement may only be amended by written agreement of the parties.

OTHER

- 35. The IATA endorsement of any course is non-exclusive and IATA may itself offer training regarding Cargo and Dangerous Goods, or may endorse other course at other schools which meet its endorsement criteria.
- 36. This Agreement cannot be transferred to third parties.
- 37. IATA recommends that the School purchase and maintain throughout the term of this Agreement, liability insurance coverage, which shall include, at a minimum, specific coverage for not less than the limits of liability required by law and general liability coverage including public liability and errors and omissions. The School acknowledges and understands that the insurance programs of IATA do not cover any of the School's operations and that in the event of a third party claim, IATA shall be totally indemnified by the School or its insurer(s) by adding IATA as an additional insured.
- 38. The School is an independent contractor, and no joint venture or partnership will arise or is intended to be created by this Agreement. The School has no authority to



assume or create any obligation or responsibility on behalf of IATA in any way whatsoever.

39. Any notice to the other party shall be in writing to the following address:

For the School:

Carlos Andres Saenz Viera
Capacitacion Transaero
General Manager
Calle 26 No. 106-39 Piso 2
Nuevo Terminal de Carga TC3
CSU A - Aeropuerto El Dorado
Bogotá, Colombia

Tel: +057 (1) 294 1800 Ext. 4041

Email:

carlos.saenz@aerosangroup.com

For IATA:

Ivica Kovacic
Head, Training and Business Development
International Air Transport Association
800 Place Victoria, P.O. Box 113
Montreal, Quebec, Canada, H4Z 1M1

Tel: 514-874-0202 x3239

Email: kovacici@iata.org

All notices or other communications to the other party shall be sent by facsimile with a copy by prepaid priority post to the facsimile numbers and addresses indicated below. Such notice shall be deemed received two business days following the date sent by facsimile and/or prepaid priority post, whichever is later.

40. Words importing the singular shall include the plural and vice versa.
41. The School shall comply with all local laws and regulations concerning its activities and shall indemnify, defend and hold IATA harmless from any claims, actions or demands whatsoever resulting directly or indirectly from the School's non-compliance (i) with the foregoing or (ii) any other provision of this Agreement.
42. The failure of either party at any time to require performance of the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
43. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec (including the federal laws of Canada applicable therein) without respect to conflict of law provisions.
44. Any dispute relating to or arising out of this Agreement shall be submitted to the exclusive jurisdiction of the courts of the province of Quebec, Canada.
45. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby and shall remain in force.

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46. Neither party shall be in default if failure to perform any obligation is caused solely by supervening conditions beyond that party's reasonable control. Each party agrees to notify the other promptly of any such circumstance delaying its performance and to resume performance as soon as is reasonably practicable.
47. This Agreement, including the Handbook, represents the final and entire contract between the parties and cancels and supersedes all prior agreements or understandings, whether oral or written.
48. Counterparts. This Agreement may be executed in any number of counterparts by the parties, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument. This Agreement and its Annexes shall only be legally binding upon the signature of both parties.
49. Survivorship. Sections 23, 37, and 38 shall survive the termination or expiry of this Agreement. Any rights arising on termination or expiration of this Agreement, including but not limited to confidentiality provisions, shall survive the termination or expiration of this Agreement, as shall any other provision of this Agreement which, expressly or by implication from its nature, is intended to survive its termination or expiration.
50. The parties hereto have mutually agreed to draft this Agreement in the English language. Les parties aux présentes sont en accord que ce contrat soit rédigé en langue anglaise.

**INTERNATIONAL AIR TRANSPORT
ASSOCIATION**

Signed: Andaleeb Ahmed

Name: Andaleeb Ahmed

Date: 03/28/2019

Capacitacion Transaero

Signed: Carlos Andrés Sáenz Vieira

Name: Carlos Andrés Sáenz Vieira

Date: 04/03/2019

TRANSACREO SAS
Nit. 860.023.981-1

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Attachment “1”

IATA Accredited Schools Logo

THIS LOGO IS FOR BLACK AND WHITE PANTONE 3025 REPRODUCTION ONLY. IT IS EXPRESSLY FORBIDDEN TO USE THE IATA LOGO IN ANY COLOUR OTHER THAN **BLACK, BLUE OR WHITE**. THIS APPLIES TO ANY ITEM BEARING THE IATA LOGO – TRANSPARENCIES, BROCHURES, ADS, ETC.



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