

**Framework Agreement for The
Provision of Information Services
on behalf of
Aviation Administration of Kazakhstan**

Framework Agreement for the Provision of Information Services

THIS AGREEMENT is made on the 7th of October 2019.

BETWEEN

- (1) **CAA International Ltd** whose registered office is at Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR and
- (2) **Aviation Administration of Kazakhstan JSC** whose registered office is at 010000, 55/15 Mangilik El avenue, Block C 2.3, Nur-Sultan, Republic of Kazakhstan (hereinafter referred to in this agreement as "the Client")

WHEREAS

CAAi is a wholly owned subsidiary of the UK Civil Aviation Authority. CAAi is a UK registered company operating from its headquarters in London Gatwick, UK. All services are provided by CAAi personnel from the London Gatwick office unless otherwise stated.

The Client and CAAi have agreed to enter in this Framework Agreement in connection with the provision of call-off services by CAAi.

The Client and CAAi intend that this Agreement shall apply to such services whenever the specific terms for the supply of the services have been agreed and incorporated into an Appendix to this Agreement.

CAAi and the Client therefore agree to enter into this Agreement on the terms and conditions hereinafter contained.

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1. Interpretation

- 1.1. In this Agreement and in any Appendix the following terms shall have the following meanings (except where inappropriate in their context) and cognate expressions shall be construed accordingly:
- 1.1(a) "Services" - the services as agreed between the parties to be provided by CAAi pursuant to an Appendix and this Agreement; ; All services are provided by CAAi personnel from the London Gatwick office unless otherwise stated.
- 1.1(b) "the Parties" - the CAAi and the Client;
- 1.1(c) "Appendix" - each appendix which is drawn up and which is signed by CAAi and the Client pursuant to Clause 2;
- 1.1(d) "Consultants" - the consultants (if any) employed by CAAi pursuant to the arrangements mentioned in Clause 4.3;
- 1.1(e) "Charges" - CAAi's charges for the Services and any cancellation charges, as referred to in Clause 5.1;
- 1.1(f) "Commencement Date" - the date from which Services under each Appendix are to be provided, as referred to in Clause 3.2;
- 1.1(g) "Deliverables" means the deliverables to be supplied to the Client under an Appendix.
- 1.2. References to the singular shall include the plural and vice versa.
- 1.3. References to any statute or statutory instrument shall include any amendments or consolidations thereof.
- 1.4. Headings are for convenience only and shall not affect the interpretation or meaning of the Clauses.
- 1.5. References herein to this Agreement mean these terms and conditions and each Appendix.
- 1.6. If there is any conflict or inconsistency of meaning between these terms and conditions and any Appendix, the Appendix shall prevail to the extent of the conflict or inconsistency.

2. Ordering Of Services

- 2.1. The Client may request Services from CAAi. CAAi shall either confirm that it is not able or willing to provide those Services or it shall draw up a draft Appendix (following any discussions and negotiations which it feels are necessary with the Client) in response to the request that shall specify:
- 2.1(a) the Services CAAi would provide;
- 2.1(b) the Charges which would be payable by the Client for those Services and any cancellation charges;

- 2.1(c) the country where the Services would need to be performed;
 - 2.1(d) what facilities equipment or services CAAi thinks the Client would need to provide (in addition to any facilities equipment or services which CAAi is entitled to request under Clause 9);
 - 2.1(e) for what period CAAi would provide those Services.
 - 2.2. If both Parties sign the draft Appendix the draft Appendix shall become binding on both parties as a contract incorporating these terms and conditions. Each Party will be entitled to a signed copy of the Appendix.
- 3. Term Of The Agreement**
- 3.1. This Agreement shall commence on the date on which it is signed by both parties and shall continue until terminated in accordance with Clause 7.
 - 3.2. Each Appendix shall commence on the commencement date referred to in the Appendix or if none is mentioned, the date of the Appendix once it has been signed by both Parties.
 - 3.3. The Services covered by each Appendix shall be provided for such period as is mentioned in the Appendix or if none is mentioned, until termination in accordance with Clause 7.2.
- 4. Services**
- 4.1. Subject to both Parties signing the Appendix and to the Client complying with its obligations under this Agreement, CAAi agrees to provide the Client with the Services and Deliverables as specified in the Appendix.
 - 4.2. CAAi shall exercise all reasonable care, skill and diligence in providing the Services.
 - 4.3. The Services will be carried out on behalf of CAAi by either CAAi's own staff, and/or from the UK Civil Aviation Authority, (referred to below as "CAAi staff") or by Consultants contracted by CAAi for this purpose who, in either case, will be competent to perform the duties allocated to them hereunder or under the Appendix.
 - 4.4. CAAi may change the staff or the Consultants on reasonable notice to the Client provided that it shall replace them with staff or Consultants with equivalent competence.
 - 4.5. Except as otherwise agreed in the Appendix, CAAi's staff or consultants shall provide the Services from the CAAi's headquarters office based in London Gatwick, UK.
 - 4.6. In accepting the Services the Client accepts that CAAi has no authority or power to grant or issue any necessary statutory authorisations or approvals required from any relevant statutory authorities, including from the UK Civil Aviation Authority, and that the Client must apply for and obtain these separately if necessary.

5. Charges

- 5.1. The Client shall pay CAAi's Charges as referred to in the Appendix (Clause 2) and in the proposal dated August 7th 2019 (Section 9).
- 5.2. CAAi shall invoice the Client in accordance with the process as outlined in Section 2 in the Appendix The Charges and any other costs or expenses payable by the Client hereunder shall be paid by it 15 days after invoice receipt in Pounds Sterling (£UK) (or in such other currency as is stated in the Appendix) to the account or address nominated for payment on CAAi's invoice or, if there is no such account or address, to an account nominated by CAAi, details of which will be given to the Client in writing, and which may be changed by CAAi on notice in writing to the Client.
- 5.3. The Charges and other costs payable by the Client shall be subject to Value Added Tax, if it is applicable, at the rates current in the UK at invoice date. CAAi shall provide the Client with its VAT number and a VAT invoice if VAT is chargeable. As the supply of services is to a business customer based outside the UK, this service is outside the scope of UK VAT and no UK VAT is charged.
- 5.4. Any customs and import taxes payable by CAAi in respect of any equipment that CAAi has to import into the Client's country in order to assist it in providing the Services shall be reimbursed to CAAi by the Client.
- 5.5. The Client shall be responsible for payment of all taxes, such as VAT sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services. As the supply of services is to a business customer based outside the UK, this service is outside the scope of UK VAT and no UK VAT is charged.
- 5.6. If any withholding tax and/or local taxes are levied on the Payments, then The Client shall increase the sums paid to CAAi so that the amount received by CAAi after the withholding tax and/or local taxes are deducted is the full amount CAAi would have received if no withholding or deduction had been made. We have been advised that a withholding tax of 15 % is chargeable as outlined in the Appendix (Clause 2) and in the proposal dated August 7th 2019 (Section 9).
- 5.7. If the Client fails to pay CAAi's Charges or any other sums hereunder when they become due, CAAi shall be entitled to exercise any of the following remedies (in addition to any of its other rights and remedies):
 - 5.7(a) CAAi may suspend the provision of any Services until it is paid all outstanding Charges and other sums due.
 - 5.7(b) CAAi may require the payment of interest from the Client (which the Client shall pay CAAi) on any Charges or other sums which are due and outstanding under this Agreement from the date that the Charges or sums became due hereunder until actual payment by the Client at a rate of four (4) per cent per annum over the base rate of CAAi's then bankers as from when the date the charges or sums became due until they have been paid.

- 5.8 Without prejudice to clause 7.3 if, where it is permitted by an Appendix, the Client cancels the Services and the Appendix provides for payment of cancellation charges by the Client, such charges are to be paid by the Client.

6. Exclusions And Limitations Of Liability

- 6.1. CAAi will accept liability for personal injury or death or for loss of or damage to property caused by its negligence or by CAAi staff or Consultants whilst acting within the course of their employment or duties.
- 6.2. Otherwise CAAi's maximum liability to the Client (whether for breach of this Agreement or in negligence in connection with the Services or their provision or not as the case may be) shall not exceed the greater of (a) 125% of the total of the Charges and other sums which would otherwise be payable to CAAi under this Agreement or (b) £50,000.
- 6.3. CAAi shall not be liable for any special damages or for any indirect or consequential losses or expenses (including loss of contracts, savings, business, profits or goodwill) that are incurred by the Client as a result of the Services provided (or not as the case may be) howsoever they are caused and even if CAAi was aware of the possibility of those occurring when it entered into this Agreement or into any contract hereunder.
- 6.4. LEAVE BLANK.
- 6.5. Each sub clause hereof is independent of each other sub clause and shall be construed separately so that the invalidity of any one sub clause shall not affect or invalidate any of the other subclasses.

7. Termination

- 7.1. Without prejudice to any other rights or remedies CAAi may terminate this Agreement or any Appendix forthwith by notice to the Client if:-
- 7.1(a) The Client is in serious breach of any term of this Agreement or of an Appendix (meaning any breach which materially impedes or hinders CAAi's ability to perform the contract or non-payment of any of CAAi's invoices) and fails to remedy such breach within 30 days written notice; or
- 7.1(b) The Client being a company, a winding up petition is presented against the Client which it fails to discharge within 30 days of its presentation or an administrator, receiver or administrative receiver is appointed over any of the Client's property or assets or a resolution is passed for its winding up (apart from for a bona fide reconstruction or amalgamation) or the client makes an arrangement with its creditors or is unable to pay its debts (as defined by the Insolvency Act 1986) or there is any similar occurrence under local domestic law with regard to the Client; or
- 7.1(c) If the Client delays or fails to adopt or implement any recommendation made by CAAi in the course of the Services and CAAi considers that such delay or failure may adversely affect the safety of any civil aviation operations or endanger any aircraft or passengers in such aircraft. This provision of the Agreement does not apply to cases requiring amendments to the legislation of the Republic of Kazakhstan and (or) depends on the

political decision of the President or the Government of the Republic of Kazakhstan.

- 7.2 The Client may terminate this Agreement or any Appendix if CAAi is in material breach of the Agreement and Appendix and fails to remedy such breach within 30 days written notice from the Client. A material breach is a breach which is a serious non-conformance by CAAi with its contractual obligations to the client.
- 7.3 LEAVE BLANK
- 7.4 Should either party terminate this Agreement or any Appendix, CAAi will be entitled to payment by the Client for any work that has been performed up to the termination date, including any unbilled work.
- 7.5 Termination of this Agreement (or of any Appendix pursuant to this Clause) shall be without prejudice to the accrued rights and remedies of either party provided that on or after termination the Client shall be entitled to any work then completed subject to payment of all Charges and other sums payable to CAAi hereunder, including payment of all Charges and other sums not then billed by CAAi in respect of work in progress.

8. Intellectual Property Rights

- 8.1. All intellectual property rights in CAAi's work and deliverables or materials produced for the Client under this Agreement (including copyright) shall belong to CAAi and the Client (as well as the Civil Aviation Committee of the Republic of Kazakhstan) shall have a perpetual non-exclusive, royalty free licence to use such work but only for its own internal use (and not for resale) unless otherwise agreed in the Appendix and subject to payment of any outstanding Charges, fees and expenses.
- 8.2. Subject to Clause 10, CAAi may use any know how acquired during the provision of the Services as it sees fit.
- 8.3. This clause shall not affect the rights, including copyright, in any works, including designs, drawings, written material and software existing prior to this Agreement, all rights to which are reserved.

9. Technical Co-Operation And Assistance By The Client

- 9.1. The Client shall provide such reasonable co-operation, information, assistance (at its own expense and free of cost to CAAi) as CAAi reasonably requires from time to time, including (without limitation):-
- 9.1(a) all permits or authorisations necessary for CAAi's staff and Consultants to enter the Client's country;
- 9.1(b) access to any aircraft, operations, premises or airports necessary in order for CAAi to provide the Services.
- 9.2. All facilities and services to be provided by the Client hereunder shall be of a good standard and appropriate for CAAi's needs in connection with the provision of the Services.

- 9.3. CAAi shall not be liable for any delay or failure by it to provide any Services to the extent they are caused by any default by the Client hereunder.

10. Confidentiality

- 10.1. Neither party shall disclose the contents of this Agreement or of any Appendix or any information or documents received from the other party in connection with it to any third party (except to such of their employees and contractors who need to have access to the information and to their professional advisers, in both cases in order to perform their duties to the disclosing party) without the other party's prior consent.
- 10.2. The foregoing obligation shall not apply to information or documents that are or were:-
- 10.2(a) in the public domain or are published without breach of this clause;
- 10.2(b) disclosed to one party by a third party to whom they were or are disclosed by the other party hereto without any obligation of confidentiality attached to them by that other party;
- 10.2(c) are required by law statute or order of any court of competent jurisdiction over the disclosing party to be disclosed including but without prejudice to the foregoing in any statutory inquiry or proceedings to which either party may be a party but only to the extent that such disclosure is necessary to comply with such law, statute or court order;
- 10.2(d) independently developed by one party without recourse to such information or documents.
- 10.3. Both parties shall ensure that any employees or contractors to whom such information or documents are disclosed pursuant to Clause 10.1 shall keep such information or documents confidential (unless it ceases to be confidential pursuant to Clause 10.2) and do not disclose or use the information or documents except as may be necessary in order to perform their duties to the Client in connection with the subject matter of the Services.

11. Indemnity

- 11.1. The Client shall indemnify the UK Civil Aviation Authority, CAAi, its directors, staff and Consultants against any actions or claims brought against them by any third party in connection with the Services, and against any liabilities, including any legal costs, any damages and any expenses arising from or incurred due to or in connection with such actions or claims, except and to the extent that the actions or claims are brought as a result of the negligence of CAAi, its directors, staff or Consultants.
- 11.2. The parties agree that for the purposes of Section 1 of the Contracts (Rights of Third Parties) Act 1999 (or any statutory modification or re-enactment thereof) the UK Civil Aviation Authority, CAAi's directors, staff and Consultants may enforce this indemnity against the Client.
- 11.3. CAAi shall give the Client prompt written notice of any such action or claim on its becoming aware of the same and shall (at the Client's cost) provide

the Client with such assistance and co-operation in connection therewith as may reasonably be required by the Client.

12. Assignment

- 12.1. Neither party shall assign this Agreement or any benefit or obligation arising under it without the written consent of the other party.

13. Waiver Of Rights And Remedies

- 13.1. Neither party shall be deemed to waive any rights or remedies hereunder by its delay or failure to enforce them unless the waiver is in writing and is signed by an authorised officer of that party.

14. Notices

- 14.1. Any notice required to be given by one party to the other party hereunder shall be sent by registered post or airmail, deemed received in the ordinary course of post, or by facsimile transmission or telex, deemed received the next working day and to the addresses for the parties as referred to below:

For CAAi: Mattijs Smith Aviation House Gatwick Airport South, West Sussex RH6 0YR England; Telephone +44 (0)1293 573351 Fax +44 (0)1293 573830;

For Aviation Administration of Kazakhstan: Peter Griffiths, Nur Sultan, Republic of Kazakhstan Telephone Client Contact Tel. No. +7 (7172) 613 – 201

or to such other address as each party may notify the other party.

- 14.2. Except as otherwise provided for in this Agreement all notices shall be in writing and any reference to notify herein means to notify in writing.

15. Entire Agreement

- 15.1. It is agreed that this Agreement represents the entire agreement between the parties as to its subject matter and that all representations made prior to this Agreement are hereby excluded and deemed null and void unless expressly incorporated (in writing) into this Agreement.

16. Force Majeure

- 16.1. Neither party shall be liable for any delay or failure to perform or comply with any obligation or warranty under this Agreement to the extent that the delay or failure is caused by any factor outside its reasonable control (referred to herein as "force majeure"), including (without limiting the generality of the foregoing words) inclement weather, storms, floods and tempests, failure of suppliers, criminal or malicious acts, accidents (not caused by its negligence), the delay or refusal of any relevant authorities to grant any necessary consents or permits and the acts, defaults or omissions of the other party.

16.2. For the purposes of this agreement, "force majeure" shall also include having to reassign staff to undertake statutory duties and the non-availability of Consultants.

16.3. LEAVE BLANK

17. Amendments

17.1. No amendments of this Agreement or of any Appendix shall be binding unless they are in writing and signed by both parties.

18. Law and Jurisdiction

18.1. The contract shall be governed by English law and both parties accept the non-exclusive jurisdiction of the Courts of England and Wales

19. Contracts (Rights Of Third Parties) Act 1999

19.1. Except as otherwise expressly allowed by this Agreement, no third party may enforce any provision of this Agreement.

20. Data Protection

20.1. CAAi undertakes to comply with any applicable laws regarding the protection of personal data when performing the Services.

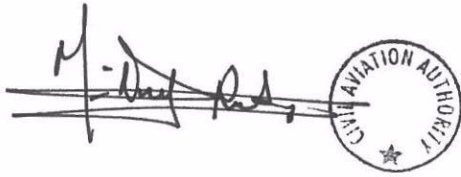
21. Dispute escalation

21.1. The parties agree that in the event of a dispute between them, and in the first instance, the dispute will be negotiated between their respective project managers. If this does not resolve the dispute, the parties agree to escalate it to more senior managers in their organisations for dispute resolution.

22. Signatures

for CAA International Ltd

for Aviation Administration of
Kazakhstan JSC



Name Maria Rueda

Name Peter Griffiths

Title Managing Director

Title Director General

Date 07/10/2019

Date 07/10/2019

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