

Accord-cadre de Services

ACTE D'ENGAGEMENT VALANT CAHIER DES CHARGES

ENGLISH COURTESY TRANSLATION

Cadre réservé à l'acheteur

MARCHE N° 

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A- Objet du marché

Affaire n°202500FCS020 -  
Marché de formations au pilotage VFR EASA

La consultation comporte 3 lots

Zones à compléter par le candidat :

Le présent acte d'engagement concerne le lot n°	01	02	03
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Procédure adaptée en application de l'article R2123-1 3° du Code de la commande publique.

B- Identification du pouvoir adjudicateur

Maitre d'ouvrage : Ecole Nationale de l'Aviation Civile  
Siège Administratif - Département Opérations

Adresse : ENAC Ecole Nationale de l'Aviation Civile 7, Avenue Edouard BELIN BP 54005 31055 TOULOUSE Cedex 4

Téléphone	:	+335 62 17 40 00
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Courriel	:	<a href="mailto:marches-publics@enac.fr">marches-publics@enac.fr</a>
Adresse internet	:	<a href="https://www.marches-publics.gouv.fr">https://www.marches-publics.gouv.fr</a>

Signataire du marché :	Monsieur le Directeur Général de l'ENAC ou son représentant
Personne habilitée article R2192 du CCP :	Monsieur le Directeur Général de l'ENAC ou son représentant
Ordonnateur :	Monsieur le Directeur Général de l'ENAC
Comptable assignataire des paiements :	Madame L'Agent comptable

## C- Contractant(s)

### Signataire

Nom :	
Prénom :	
Qualité :	

<input type="checkbox"/>	Signant pour mon propre compte
<input type="checkbox"/>	Signant pour le compte de la société
<input type="checkbox"/>	Signant pour le compte de la personne publique prestataire

et

<input type="checkbox"/>	Agissant en tant que prestataire unique
<input type="checkbox"/>	Agissant en tant que membre du groupement défini ci-après

<input type="checkbox"/> Solidaire	<input type="checkbox"/> Conjoint
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NB : l'acheteur se réserve la possibilité d'imposer le groupement solidaire après attribution. En cas de groupement conjoint, le mandataire est solidaire des autres membres du groupement.

### Prestataire individuel ou mandataire du groupement

Raison sociale :	
Adresse :	
Code postal :	
Bureau distributeur :	
Téléphone :	
Fax :	
Courriel :	
Numéro SIRET :	
Numéro au registre du commerce :	
Ou au répertoire des métiers :	
Code NAF/APE :	

<p><b>En cas de groupement, cotraitant n°1</b></p> <p>Raison sociale : Adresse :</p> <p>Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :</p>	<p><b>Cotraitant n°3</b></p> <p>Raison sociale : Adresse :</p> <p>Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :</p>
<p><b>Cotraitant n°2</b></p> <p>Raison sociale : Adresse :</p> <p>Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :</p>	<p><b>Cotraitant n°4</b></p> <p>Raison sociale : Adresse :</p> <p>Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :</p>

**Engagement**, après avoir pris connaissance des documents constitutifs du marché, je m'engage (nous nous engageons) sans réserve, conformément aux clauses et conditions ci-après et des documents visés, à exécuter les prestations demandées dans les conditions définies ci-après,

Je m'engage (ou j'engage le groupement dont je suis mandataire), sur la base de mon offre (ou de l'offre du groupement), exprimée **en euro**, réalisée sur la base des conditions économiques du mois de la remise des offres définitives (dit mois 0).

L'offre ainsi présentée me lie pour une durée de **180 jours** à compter de la date limite de remise des offres définitives.

#### **D- Cahier des clauses administratives et techniques**

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## ENAC presentation

Founded in 1949 with the aim of ensuring the safety of air transport, ENAC is the University of the French Civil Aviation Authority, « Direction Générale de l'Aviation Civile » (DGAC), under the supervision of the Ministry of the Environment, Energy and the Sea (MEEM).

ENAC's missions, as set out in amended decree no. 2007-651 of 30 April 2007, include the initial and continuing training of civil aviation technical staff, as well as a wide range of professionals working in the national and international civil aviation sector.

ENAC operates a fleet of simulators and aircraft and trains pilots and instructors for its customers. It also calibrates radio aids at French and foreign airports for the DTI.

In this way, it contributes to air transport safety and to the national training, research and technological development effort. Finally, it supports the development of the European aeronautical sector and provides engineering and expertise, particularly abroad.

The training provided by ENAC highlights the school's three main areas of activity, which are mutually enriching: air transport system engineering training, air navigation management training, pilot and flight instructor training, with in particular the training of airline pilots for ENAC's airline customers.

Pilot training is carried out at ENAC in accordance with European EASA regulations and ATO (Approved Training Organisation) approval issued by the DSAC.

ENAC has its administrative headquarters in Toulouse and 8 campuses. The School is thus geographically located on 9 distinct sites.

ENAC's key figures are :

- Initial training :
  - o 21 courses including 9 specialised masters (three in China),
  - o 2000 students, including 300 in China,
  - o 600 graduates per year,
  - o 56% join the DGAC and 44% the private sector.
- Continuing education :
  - o More than 600 training sessions per year,
  - o Nearly 5,000 trainees,
  - o 48% from the DGAC and 52% from the private sector, including 26% foreign trainees.

## Acronyms

- ENAC : « Ecole Nationale de l'Aviation Civile »
- DSAC : « Direction de la Sécurité de l'Aviation Civile »
- DFPV : « Direction de la formation au pilotage et des vols »
- EASA : European Aviation Safety Agency
- ATO : Approved Training Organisation
- FSTD/ FNPT II: Flight Simulation Training Device
- TRM.GEN: Training manuals
- EFB: Electronic Flight Bag
- OMM: Organisation management manual
- ATP: Abnormal Training Procedure
- AMC: Acceptable Means of Compliances
- SMS: Safety Management Systems
- CMM: Compliance Monitoring Management
- HT: Head of Training / responsable pédagogique
- CFI: Chief Flight Instructor
- SM: Safety Manual
- BF/DBF: Briefing / debriefing

- SOLO : flight without instructor
- DUAL : flight with instructor acting as captain
- SPIC : flight with instructor with acting as first officer
- UPRT : Upset Prevention Recovery Training

## *Article 1 - INTRODUCTION*

### **1.1 Objective**

The purpose of this contract is to select service providers located within the EASA area and qualified to carry out integrated flight training phases (VFR type) and/or modular flight training, in accordance with the regulations in force.

### **1.2 Context**

ENAC DFPV department trains student airline pilots for client airlines.

Within the framework of contracts regularly signed by ENAC and each of its customers, ENAC generally carries out the following activities:

- Selection of the best candidates from those pre-selected by the customer
- ATPL theoretical training on the Toulouse site for the selected candidates
- CPL, IR/SE, IR/ME and MCC practical training at the various ENAC sites
- Modular training

These theoretical and practical training courses are carried out in accordance with regulation 1178/2011, Annex I PART-FCL and according to the ENAC pedagogical standards described in the training manuals (TRM). All these training courses are given within the framework of the ENAC ATO approval and approved by the DSAC.

Some of these courses are given in English.

At the end of these courses, internal ENAC progress checks and skills checks enable EASA licenses and associated qualifications to be issued.

For most customers, the ENAC service ends after the MCC module and the pilots then join their company to continue their aeronautical training with a type rating followed by a line adaptation.

Faced with strong demand, ENAC would like to be able to subcontract some of its training to EASA-certified ATOs based in Europe.

# I – GENERAL PROVISIONS

## Article 2- GENERAL

### 2.1 Duration and terms

The period of validity of the framework agreement is the period within which purchase orders may be issued. It is set at 12 Months, from notification of the contract.

The contract is tacitly renewable, under the conditions defined in the present document, 3 times, for a period of 12 Months, i.e. a maximum duration of 48 Months.

The contract holder may not refuse renewal in accordance with the provisions of article R2112-4 of the French Public Order Code.

In the event of non-renewal, the notice period is four months.

Purchase Orders are awarded in the order of ranking defined by the selection criteria of this contract.  
If the Holder refuses a purchase order, it will be offered in cascade to the next Holder, and so on.

As an exception for lots 1 and 2, when a Holder already executes at least one purchase order, to avoid saturating its resources, ENAC reserves the right to offer the next purchase order to the next Holder.

For lot 3, this exception is applied as of two simultaneous purchase orders, regardless of the number of trainees.

Tenders without prior advertising or competitive tendering may be awarded at a later date under the conditions defined in the present document in application of article R2122-7 of the French Public Procurement Code.

### 2.2 Contractual documents

The contract is made up of the documents listed below, in descending order of priority:

- the contract document and any appendices, including the financial appendices;
- the present Special Conditions of Contract, of which only the copy kept by the contracting authority is authentic;
- the special subcontracting agreements and their amendments, subsequent to the notification of the contract;
- the Holder's technical offer, including the technical brief;
- the purchase orders.

### 2.3 Representation of the parties

As soon as the contract is notified, the Holder is authorised to contact the following persons directly:

- Operational contacts : Maxime TARAN [maxime.taran@enac.fr](mailto:maxime.taran@enac.fr) and Olivier ORSSAUD [olivier.orssaud@enac.fr](mailto:olivier.orssaud@enac.fr)
- Invoicing contacts : [enac-dfpv-finances@enac.fr](mailto:enac-dfpv-finances@enac.fr) and Yannick KHENNOUSSI [yannick.khennoussi@enac.fr](mailto:yannick.khennoussi@enac.fr)
- Trainees follow-up contacts : Yannick KHENNOUSSI [yannick.khennoussi@enac.fr](mailto:yannick.khennoussi@enac.fr) and [suivi-stagiaires@enac.fr](mailto:suivi-stagiaires@enac.fr)
- Compliance contact : Daniel HENON-HILAIRE [cmm@enac.fr](mailto:cmm@enac.fr)
- Training contact : Stéphane VOIVRET [stephane.voivret@enac.fr](mailto:stephane.voivret@enac.fr) and Thomas GREZEL [thomas.grezel@enac.fr](mailto:thomas.grezel@enac.fr)
- Flight Safety contact : [safety@enac.fr](mailto:safety@enac.fr)
- Contractual contacts : Thierry de Basquiat [thierry.de-basquiat@enac.fr](mailto:thierry.de-basquiat@enac.fr), Charlotte DARRENOUGUE [charlotte.darrenougue@enac.fr](mailto:charlotte.darrenougue@enac.fr) and Etienne DOUILLARD [etienne.douillard@enac.fr](mailto:etienne.douillard@enac.fr)



Other natural persons may be authorised by the purchaser during performance.

In its technical brief, the Holder shall indicate the names and professional details of one or more persons responsible for representing it in the performance of the services. In the event that these representatives are unable to attend or are replaced during the performance of the contract, the Holder shall notify the purchaser without delay and provide the purchaser with the names and professional details of a new representative. This representative or these representatives are deemed to have sufficient powers to take the necessary decisions binding the Holder.

### *Article 3- CONTRACT ALLOTMENT*

This contract comprises three separate lots.

The framework agreement provides that the contract may be amended, in accordance with article R2194-1 of the French Public Procurement Code.

The services will be provided under an order form contract, pursuant to article R2162-2 paragraph 2 of the French Public Procurement Code.

If one or more lots are awarded to a single candidate, the contract will be deemed to be a single-award contract for that lot.

LOTS	Minimum amount excluding VAT over the total duration of the framework agreement (48 months)	Maximum amount excluding VAT over the total duration of the framework agreement (48 months)
Lot 1 : VFR training on SEP fixed gear aircraft in an integrated ATP/CPL programme IRME ENAC	Without	18 000 000 €
Lot 2 : VFR training for part of the ENAC integrated IRME ATP/CPL programme up to and including the CPL(A) test	Without	6 500 000 €
Lot 3 : Modular CPL(A) practical training	Without	500 000 €

Exceptionally undefined services may be ordered by means of purchase orders within the limit of 5% of the total amount of the contract, without contravening the fundamental principles of public procurement or the principle of periodic competitive tendering.

Each year in September, ENAC and the Holder organise a planning meeting in order to estimate and programme a non-binding provisional training schedule. Each course will then be the subject of an order form defining the number of trainees and the provisional start date.

The order forms will include

- name and address of the holder
- contract number and date,
- purchase order number and date,
- Invoice address,
- description of services,
- dates retained,

- total amount of the order excluding VAT,
- VAT rate and amount,
- total amount including VAT.

The person(s) authorised to sign the purchase orders is (are) the purchaser or his representative(s).

Duration of purchase orders

Purchase orders issued during the term of the contract must be continued until they are fully executed, under the conditions set out in this contract. Purchase orders may only be issued during the period of validity of the contract. The beginning of training may not be executed for more than 6 months beyond the end of the validity of the contract.

The lead times will be indicated on each purchase order.

## *Article 4 – TENDER DESCRIPTION*

### **4.1 Expected services**

The services provided under this contract are divided into three separate lots as follows:

- **Lot 1:** VFR training on fixed gear SEP aircraft as part of an integrated ATP/CPL IRME ENAC programme.
- **Lot 2:** VFR training on fixed gear SEP aircraft and CPL training on retractable gear aircraft (SEP or MEP type) of an integrated ENAC IRME ATP/CPL programme, up to and including the CPL(A) test. The training programme may be based on a Holder programme and will be integrated into an ENAC programme.
- **Lot 3:** Modular CPL(A) practical phase based on a programme submitted by the Holder;

#### Entry requirements

Lots 1 & 2: trainees must hold a valid theoretical ATPL or CPL.

Trainees do not have any prior flying experience, or do not have a flight hour credit if they have prior experience.

Lot 3: trainees hold a valid theoretical ATPL or CPL and a practical PPL(A). They may or may not have the prerequisite flight experience required for entry into EASA practical CPL(A) training.

#### Pedagogical responsibility and responsible ATO

For lots 1 and 2, the holder applies a training programme from ENAC, which retains pedagogical responsibility for the training and remains the ATO responsible.

For lot 3, the holder applies its own modular CPL(A) training programme and retains pedagogical responsibility for the training and is the ATO responsible. It is responsible for exam registration.

#### Estimated training hours :

- **Lot 1:** the Holder will apply the training volume defined in an ENAC programme, consisting of the following hourly volume:
  - VFR maneuverability flight: 29 hours including 18 in DUAL, 6 in SOLO and 3 in SPIC and 2 in basic UPRT
  - VFR navigation flight: 27 hours, including 7 in DUAL, 6 in SOLO and 14 in SPIC
  - Night flight: 5 hours, including 3 DUAL, 1 SOLO and 1 SPIC.
- **Lot 2:** the Holder could apply the training volume defined in its own integrated ATPL/CPL(A) programme, in compliance

with the regulatory minimums defined by the EASA.

If the Holder does not have a certified integrated ATPL/CPL(A) programme or prefers to apply the ENAC programme, the estimated overall hourly volume is made up of :

- VFR maneuverability flight: 29 hours including 18 in DUAL, 6 in SOLO and 3 in SPIC and 2 in basic UPRT
- VFR navigation flight: 27 hours including 7 in DUAL, 6 in SOLO and 14 in SPIC
- CPL VFR phase flight: 28 hours, including 8 DUAL, 6 SOLO and 14 SPIC.
- Basic IR : 5 hours of DUAL flight and 5 hours of FSTD
- CPL test
- Adv. UPRT, 4 hours DUAL minimum
- Night flight: 5 hours, including 3 DUAL, 1 SOLO and 1 SPIC.

- For Lot 3: The Holder's modular CPL(A) programme must comply with the regulatory minimums defined by the EASA.

In accordance with regulation 1178/2011, Annex I PART-FCL and Annex VII PART-ORA, ENAC wishes to be able to turn to service providers offering all the necessary guarantees to provide the EASA training courses that ENAC wishes to carry out. In the event of changes to the regulations, the programme must be adapted accordingly in order to remain compliant with the regulations. A new financial appendix may be drawn up at that time.

#### ↳ Training duration

If no duration is specified on the order form, the following maximum training durations apply (on a basis of 4 trainees per instructor):

- Lot 1 : 13,5 weeks
- Lot 2 : 19,5 weeks
- Lot 3 : 7 weeks

In addition to these training durations, the following 'buffer periods' apply:

- Lot 1 : 1,5 weeks
- Lot 2 : 2,5 week
- Lot 3 : 1 week

In addition to the weekly rest periods (2 days off per week), the buffer periods correspond to days off for trainees, in addition to the two weekly rest days.

Their positioning is at the discretion of the holder and may be grouped or split and must be communicated to ENAC.

Buffer periods may be different for each trainee.

Exceptionally, buffer periods may be used to make up for delays, but only with the agreement of ENAC.

## **4.2 Ancillary services**

In addition to the training, the service provider must provide the following services:

-Organisation of a return shuttle service between the accommodation and the international airport of the trainees' arrival flight.

-One or more accommodation solutions in single or double rooms, for individual use, in a minimum 3\* hotel with WIFI or flat or hotel residence.

The holder will either offer the solution himself or send a list of nearby accommodation, with, where applicable, reservation guarantees or priority reservations for trainees at preferential rates.

If the distance between the accommodation and the training venue is greater than 1 km, one or more daily shuttles must be organized, depending on the training timetable.

-the holder must guarantee access to a cafeteria or other type of catering with negotiated rates or access to a kitchen and a shared space for preparing and eating meals. The holder may propose a full-board catering solution.

### 4.3 Certifications

The Holder must produce its latest valid EASA ATO certificate.

In addition, the Holder must maintain and monitor the airworthiness of its aircraft, and provide ENAC with maintenance certificates from the Competent Authority.

If the Holder does not maintain its own aircraft, it must send ENAC the certificates of its subcontractors and present the latter in its technical brief.

### 4.4 Human and technical specification

The Holder shall provide the personnel, facilities, equipment and amenities necessary to conduct the training courses as specified in the training programme, including but not limited to classrooms, briefing rooms, aircraft and suitable instructors.

The training resources (classrooms, briefing rooms and aircraft) provided by the Holder are approved and operated in accordance with the requirements of the Part-FCL EASA applicable to the training provided.

#### A. Fleet

##### Requested equipment

**Lot 1** : The Holder possesses an homogenous fleet of Glass Cockpit fixed-gear SEP (Single Engine Piston) aircraft.

**Lot 2** : The Holder possesses an homogenous fleet of:

- For phase 1 VFR, one or more SEP Glass Cockpit (Single Engine Piston) aircraft with fixed landing gear.
- For phase 2 VFR, two possibilities; Either an SEP type Glass Cockpit aircraft with retractable landing gear (in order to be able to pass the CPL(A) test), or an MEP type aircraft if there is no SEP aircraft with retractable landing gear. In the latter case, the Holder must include a Multi-Engine Aircraft Class Rating (QC-MEP) in its training programme.
- One or more aircraft authorised to issue the Advanced UPRT rating.

**Lot 3** : The Holder possesses an homogenous fleet of either an SEP type Glass Cockpit aircraft with retractable landing gear (in order to be able to pass the CPL(A) test), or an MEP type aircraft if there is no SEP aircraft with retractable landing gear. In the latter case, the Holder must include a Multi-Engine Aircraft Class Rating (QC-MEP) in its training programme.

##### ■ Flight simulator

If it has an SEP and/or MEP type simulator, the Holder must provide proof of an EASA certificate.

In all cases, if the Holder operates a simulator, the financial appendix must include this means of training, which may be used for non-credit training flight hours.

#### B. Pedagogical team

##### ■ Flight instructors

The instructors concerned must hold an EASA license and a valid FI(A) rating with CPL(A) privileges.

The CVs with the flight experience of the instructors are attached to the candidates' response file.

### C. Infrastructures

The Holder shall have one or more classrooms properly equipped to provide ground-based lessons in the best possible conditions. Depending on the number of trainees and the digital equipment provided by the Holder, the classrooms must have a whiteboard/screen, tables, chairs and computer equipment in sufficient numbers to accommodate, at a minimum, a group of 12 trainees simultaneously.

The Holder also has other training resources (briefing and debriefing rooms, flight preparation room, language laboratories, etc.), all of which are equipped, approved and operated in accordance with the requirements of the FCL Part applicable to the training provided.

Finally, the Holder has at least one meeting room equipped with a videoconferencing system for meetings with ENAC.

Broadband Internet access, via a wired or WIFI network, is available free of charge to trainees in all of the Holder's training rooms. It is recommended that digital access be extended to the entire campus.

### D. Trainees equipment

Depending on the ENAC request and the batch, the Holder will provide all the documentation sent to the trainee in English or French, in paper or digital format. In the case of digital support, the reading support chosen by the Holder (such as a tablet or e-reader) is provided to the trainee.

Headset will be made available to students, with the appropriate connections for the aircraft used by the Holder. The headset can be lent to the trainee, rented or sold to ENAC. In the latter two cases, the price of the headset must be mentioned in the financial appendix.

Except in exceptional circumstances, a uniform is required and provided to trainees by ENAC.

## Article 5 – HOLDER'S OBLIGATION

### 5.1 General obligations

The Holder must fulfil all the obligations incumbent upon it by virtue of this contract, including in particular the performance of the following obligations:

(1) The Holder shall provide ENAC with all operational and pedagogical documents requested by ENAC:

- Instructor training and standardisation manual, fleet aircraft manual,
- All pedagogical procedures,
- Safety Management System (SMS),
- Emergency response plan,
- Holder's internal and academic regulations,
- Quality and procedures manuals
- Maintenance and airworthiness certificates,
- List of aerodromes, FSTDs and aircraft.

(2) The Holder is responsible for providing and maintaining all human (constant manpower) and material resources necessary for the performance of the Contract. In addition to the performance of training services, this obligation also includes standardisation periods and includes in particular:

- The availability of the Holder's personnel for the identified standardisation periods,
- The supply of aerial equipment and infrastructure necessary for standardisation sessions.

(3) The Holder shall provide all technical or administrative documents required or demanded by ENAC. In particular, the Holder shall provide:

- Aeronautical documentation

-Ground courses and courses using the Holder's resources (system courses, regulations).

(4) The Holder must keep ENAC informed of any important information relating to the tender or to the training services which it receives directly from the Authority, from a trainee or from a third party.

(5) The Holder must inform ENAC without delay of any difficulty encountered in the performance of its services and must provide ENAC, in good time, with any claim, complaint, reservation or statement of disagreement that it may have.

(6) The Holder undertakes to employ declared workers. In particular, the Holder undertakes to honour all obligations to make declarations to the administrative, labour and tax authorities required in the country concerned. The Holder undertakes to provide all the necessary documents at ENAC's first request. The Holder must present to ENAC instructors (ground and flight) who hold a valid license and associated qualification.

(7) The Holder undertakes to participate in all meetings to which it will be invited by ENAC within the framework of the performance of the services and in particular the course follow-up meetings. The Holder must use ENAC's tools (including HDV and POLARIS, at ENAC's request).

For lots 1 and 2, the Holder must use the ENAC 'HDV' software (flight hours accounting) as well as 'POLARIS' (trainee pedagogical follow-up).

For lot 3, the Holder must use the ENAC 'HDV' software only.

Training in this software is organised by videoconference between ENAC and the Holder, prior to the first service being carried out.

(8) The Holder shall undertake all actions necessary for the execution of the training programme, in accordance with EASA regulations or specifications. In the case of Lot 3, the Holder must check that the training programme complies with the EASA regulations in force and carry out all changes required to maintain this compliance with the EASA regulations for the duration of the customer's contract.

(9) The holder undertakes to carry out the training in accordance with the training programme as validated by ENAC, and to issue the training completion certificates, trainee files and copies of the licenses.

(10) The holder guarantees the accessibility of its site to ENAC as well as to its customers within the framework of audits, supervision sessions, observations and all other control operations described.

## **5.2 Obligation of means and result**

-Successful completion of the course: best endeavours obligation

The Holder is subject to an obligation of means with regard to the successful completion of the training by the trainee.

However, the Holder is subject to an obligation of result with regard to the provision of all human and material resources in order to allow the success of the trainee's training and/or the provision of specific training validated by ENAC in the event of training difficulties.

-Dates of service: obligation to achieve results

The Holder is subject to a performance obligation with regard to the proposed dates for the provision of the service for any order sent within 180 days before the start of the course for lots 1 and 2, and within 90 days before the start of the course for lots 3. He will provide the service on the dates communicated by ENAC in the order form.

If an order form is received less than 180 days for lots 1 and 2, and less than 90 days for lot 3, the Holder may propose alternative dates which he will submit to ENAC for approval. If ENAC does not agree to the proposed dates, the order form is cancelled.

The dates of the service are understood to be :

- the start date is the trainee's arrival date ;
- the end date is the date of the trainee's return flight to ENAC.

### 5.3 Counseling obligation

The Holder is bound by an obligation to provide advice. He accepts full and entire responsibility for the technical choices implemented that he has validated, including when these have been proposed by ENAC.

In the event of failure to comply with this obligation, the Holder concerned may not rely on an inconsistency in the contract or in an order to exonerate itself from its contractual obligations.

The Holder may not be held responsible for the consequences of a decision by ENAC that differs from that which it would have recommended.

### 5.4 Information obligation

The holder is bound by a general obligation to inform ENAC, in particular of changes in EASA regulations. In this respect, it shall notify ENAC of any regulatory change applicable to the services covered by the contract and of any other element likely to affect its performance conditions within 30 days of their entry into force.

The holder, in its capacity as a professional in the field covered by the contract, undertakes to notify the purchaser as soon as possible of any alerts and warnings, particularly in the event of delays, major difficulties or any event likely to have an impact on the training sessions.

Finally, the holder is required to notify the purchaser of any changes occurring during the performance of the contract and relating to :

- To the individuals having the authority to engage him;
- To the legal form under which he conducts his activity, his company name or designation;
- To his address, registered office, or the address for the execution of services;
- To the information he has provided for the acceptance of a subcontractor and the approval of its payment terms;
- To the qualifications of his participants;
- To the security audit reports issued by the competent authorities.

The Holder is responsible for his personnel in the execution of the services requested in this framework agreement.

The Holder is required to inform the public authority of any elements that may compromise the proper execution of the services.

## *Article 6 – EXECUTION OF SERVICES*

### 6.1 Localisation

The training services are carried out on the declared site(s) of the Holder. Ancillary services are provided and/or performed near the declared site(s) of the Holder. In cases where the Holder has multiple sites, delivery, setup, or transfer times must be minimized and included within the training duration.

All transportation costs, as well as any potential administrative fees in cases where the different sites are in different countries, must be fully borne by the Holder.

### 6.2 Language

Training services can be provided in English or French.

### 6.3 Sub-contracting

Subcontracting of training services is prohibited. It is specified that the trainers listed in the holder's list of approved trainers cannot be considered as subcontractors.

Other services may be subcontracted. In this case, the subcontracting company must be accepted by ENAC. Acceptance of the approval of a subcontractor is possible during the contract according to the terms defined by the Public Procurement Code.

## *Article 7 – RESPONSIBILITY AND INSURANCES*

### 7.1 Responsibility

ENAC and the Holder are liable under the conditions of common law, subject to the following clarifications.

The Holder is solely liable for any damage, whether physical or material, caused by itself, its staff or its subcontractors and in general by any person acting on its behalf, to ENAC, its employees or its students and trainees, during the performance of this contract, except in the case of gross negligence or wilful misconduct on the part of the latter.

The Holder guarantees ENAC against any recourse by third parties (including students and trainees) originating from the performance of the present contract, and in any event will indemnify ENAC for all losses, damages, costs and expenses, including legal costs and lawyers' fees, incurred by ENAC in this respect.

In any event, ENAC and the Holder agree that they will only be liable for the consequences of direct damage and that compensation for indirect damage is excluded. In this context, the Parties agree that indirect damage includes, in particular, loss of profits, turnover, margins, revenue, loss of orders, loss of customers, loss of operations, loss of commercial activities, or damage to brand image.

### 7.2 Insurances

The Holder shall provide cover for its personnel in respect of accidents at work and occupational illnesses, without prejudice to any recourse against liable third parties.

Without prejudice to its responsibilities and obligations, the Holder shall take out and maintain throughout the duration of the contract, with insurers known to be solvent, the following policies:

- General civil liability insurance in accordance with the ENAC cover amounts. The insurance certificate is verified by ENAC.
- Civil liability insurance for aircraft (including passengers) for the benefit of ENAC personnel, students, trainees or clients sent by ENAC in execution of contracts concluded with ENAC, when they are flying or are on board or on the ground, and within the framework of the execution of the present contract. The guarantees must comply with EC Regulation 785/2004, which also covers passengers.
- Individual insurance in line with ENAC cover amounts.

Details of these insurance policies must be provided in the application file.

## *Article 8- FINANCIAL CONDITIONS*

### 8.1 Pricing content

The prices of the framework agreement are unit prices applied to the quantities actually performed on the basis of the annex attached to the commitment document. Unit prices are also indicated in order to deal with any additional training or one-off services.



The prices proposed in the financial annex are deemed to include all tax charges or other taxes (landings, handling, etc.), which must be levied on the services, including costs related to insurance, the production of deliverables, any transport, accommodation and catering costs for its personnel for the performance of the services. No additional costs will be invoiced.

**A quote is requested from the Holder before the start of the service, including any options selected. Upon receipt, ENAC will send a purchase order.**

Any additional training and ancillary services ordered during the execution of a main purchase order are subject to an agreement or express request from ENAC by email, prior to the start of the services.

Any additional training ordered will be invoiced once the training has been completed on the basis of an ad-hoc purchase order.

## 8.2 Pricing variation

The contract prices are firm for the first year of execution. The prices of the services and the unit rates will be revisable annually, at the initiative of the Holder, on each anniversary date of the contract according to the following formula presented below. If the new financial annex is sent to ENAC after the anniversary date of the contract, it has no retroactive effect. If the new financial annex is sent to ENAC before the anniversary date of the contract, it will only take effect from the anniversary date of the contract.

Revision formula:

$$P_n = P_0 \times (0.25 + 0.60 \times S_n / S_0 + 0.15 \times G_n / G_0)$$

P0: Initial price of the contract

S: Labor index - <https://www.syntec.fr/>

S0 (initial index): January 2025: 315.2

Sn: Latest January index published on the date of calculation of the price revision.

G: Diesel price - INSEE code 001763656

<https://www.insee.fr/en/statistiques/serie/001763656>

G0 (initial index): January 2025: 147.73

Gn: Latest January index published on the date of calculation of the price revision.

The rate in force is that applicable on the date of transmission of the purchase order, regardless of the date of entry into training of the trainees.

### Safeguard clause

ENAC reserves the right to terminate the unexecuted part of the contract on the date of the rate change, if this change leads to an increase of more than 5% over the total duration of the contract.

This termination will be effective within 4 months from the date on which the new rate should be applied. The decision and the effective date of termination will be notified to the contract holder as soon as the new rate is calculated.

The old rate will continue to apply until this termination.

## 8.3 Payment terms

### A. Currency

Services are paid in euros.

## **B. Taxes**

Unless otherwise expressly provided in this Agreement, Holder is responsible for filing all tax returns and paying all taxes it may be required to pay under applicable law, including, but not limited to, local sales, use, value-added and other taxes, customs duties and other similar tariffs and charges.

## **C. Electronic invoicing**

When the holder submits a payment request to the contracting authority, he attaches the documents necessary to justify the payment. The invoice made out to L'ENAC must imperatively include the information provided for by the Public Accounting regulations and in particular the following information:

- The reference of the transaction (202500FCS012)
- The legal commitment number (Transmitted by ENAC after notification of the contract)
- The name and address of the beneficiary of the services,
- The designation of the service performed
- The amount excluding tax,
- The rate and amount of VAT,
- The amount including tax,
- The due date,
- The bank or postal account number of the Holder,
- The intra-community VAT number L'ENAC: FR57193112562,
- The SIRET number of ENAC: 19311256200080
- The intra-community VAT number of the Holder.

### Electronic invoicing

In accordance with the law of 3 January 2014 on simplifying business life and order no. 2014-697 of 26 June 2014 on the development of electronic invoicing, the holder and, where applicable, its co-Holders and subcontractors concerned, must transmit their payment requests on the shared State portal Chorus Pro.

At the creditor's choice, this transmission is carried out according to one of the following three methods:

- By computerized data exchange flow. In this case, the accepted formats are those listed at the following address: <https://communaute-chorus-pro.finances.gouv.fr/>
- By submission in PDF format
- By online entry in the portal

In accordance with the provisions of Article 6 of Decree No. 2019-748 of July 18, 2019 relating to the development of electronic invoicing in public procurement, the use of the invoicing portal is exclusive of any other method of transmission.

In the event of disagreement over part of the invoice, ENAC undertakes to pay, under the conditions set out above, the uncontested part.

## **D. Payment deadlines**

The overall payment period may not exceed 30 days according to the provisions of article R2192-10 of the Public Procurement Code.

## **E. Payment of services**

Unless waived by the holder in the "Acte d'engagement", an advance is provided in the cases and according to the terms set out in the Public Procurement Code. The percentage of the advance is 30% of the Purchase Order amount.

Furthermore, on the basis of an invoice issued by the Holder, a deposit of 30% of the Purchase Order amount will be paid when all the trainees on the same Purchase Order have completed the first SOLO flight.

The balance of the payment is made on the basis of a final invoice issued by the Holder by transfer to his bank account at the end of the training service.

Services provided by purchase orders are subject to payment after confirmation of the service provided, after receipt of invoices in Chorus Pro.

If trainees are late for three weeks or more, for any reason, the late trainees will be invoiced separately from the rest of the group.

## F. Penalties

### F.1 Penalties for late completion of training

In the event of non-compliance with the training end date, except in cases of delay not attributable to the Holder as provided for below, ENAC reserves the right to request a penalty of two hundred- and fifty-euros excluding tax (€250 excluding tax) per week of delay and per trainee.

Late payment penalties are applied without formal notice being given to the contractor, notwithstanding article 14.1.1 of the CCAG-FCS.

**The training end date is defined according to the following principle:**

**Training end date = training start date mentioned in the order form + training duration mentioned in the order form or, failing that, in these specifications.**

No penalty will be applied in the event of a delay not attributable to the Holder, which include :

- Delay or interruption attributable to the student pilot, delays related to the organization of medical examinations (CEMPN), accident, sick leave, departure of the Learner, medical unfitness, visa problem, personal difficulties, disciplinary reasons or absence of the student pilot,
- Delays due to unfavorable weather conditions, if justified
- Abnormal learning difficulties, "ATP" procedure, abnormal course of training, provided that the attributable delay is communicated at the time of the ATP (in such a case, a new Calendar will then be set jointly between the Parties);
- The two days of interruption of training pending instruction in the event of ATP,
- Force majeure as defined in Article 9;
- A request from Civil Aviation to modify all or part of the training program or regulatory restrictions affecting the smooth running of the training;
- Delay or interruption attributable to ENAC (in such a case, a new Calendar will then be set jointly between the Parties.
- Internal meeting with cadets in training and the ENAC End Client, on the training periods and any subsequent waiting period

In these cases, the Holder must issue an DAF (« *Déroulement anormal de formation* », defined in article 15.3) at the time of the event, and send ENAC the necessary supporting documents.

### F.2 Penalties for total or partial cancellation of a purchase order

In the event of total cancellation of the order by the Holder, the latter must pay ENAC the penalties defined below.

- 1) Cancellation more than one hundred and eighty (180) calendar days before the start date of this training, cancellation or rescheduling fees corresponding to ten percent (10%) of this training apply;
- 2) Cancellation between one hundred and eighty (180) days and forty-five (45) calendar days before this training, cancellation or rescheduling fees corresponding to fifty percent (50%) of this training apply.
- 3) Cancellation less than forty-five (45) calendar days before this training, cancellation or rescheduling fees corresponding to one hundred percent (100%) of this training apply.

Any request to cancel an order must be sent by email to the operational correspondents identified with the other Party. The request is irrevocable. For reasons of clarity, the first day of the notice period is the date of receipt of the email.

In the event of partial cancellation, i.e. the Holder modifies downwards the number of trainees provided for in the purchase order, the above penalties apply in proportion to the number of trainees cancelled.

In the event that the Holder cancels an order at least two (2) times during the duration of the contract, ENAC reserves the right to downgrade it to a lower rank.

F.3 The penalties provided for in point F.1 and F.2 may be cumulative..

By way of derogation from article 14.1.3 of the CCAG FCS, penalties are due from the first euro.  
By way of derogation from article 14.1.2 of the CCAG FCS, penalties are not capped.

**G. Late payment interest**

Failure to pay within the time limits provided for in accordance with the provisions of Article R2192-10 of the Public Procurement Code shall automatically and without further formality incur default interest for the benefit of the Holder or the subcontractor paid directly.

In accordance with Article R2192-31 to R2192-36 of the Public Procurement Code, the default interest rate is equal to the interest rate of the main refinancing facility applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year of the calendar year in which the default interest began to accrue, increased by 8 points.

The amount of the lump sum compensation for recovery costs is set at €40.00.

**H. Advance**

In accordance with article R2191 of the Public Procurement Code

<b>Article 9 – FORCE MAJEURE</b>
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Notwithstanding any other provision of the contract, neither Party shall be liable for the non-performance of its obligations if such non-performance is caused by circumstances beyond its control and defined as a case of Force Majeure by Article 1218 of the French Civil Code.

The prevented Party shall inform the other Party of such an event without delay by any means and if possible by registered letter with acknowledgement of receipt. The Parties shall then consult each other on the appropriate actions to be taken to remedy this event.

The contract shall be suspended automatically for the entire duration of the Force Majeure event with the exception of the articles "Liability and Insurance", "Subcontracting", "Intellectual Property" and "Confidentiality". ENAC may, as long as the Force Majeure and/or its consequences persist, contact any third party of its choice to ensure the continuity of the Training Services, without the Holder being able to claim damages.

If the Force Majeure event prevents a Party from performing its obligations for more than sixty (60) calendar days, the Contract may be terminated automatically by either Party, by registered letter with acknowledgment of receipt addressed to the other Party.

If, as a result of circumstances of an economic, political, legal or commercial nature (excluding the cases of force majeure referred to above), unforeseeable for the Parties at the time of the conclusion of the Agreement, over which they have no control and which arise after the signing of this contract, and if the balance that it establishes between the Parties were to be modified to the point of making its execution seriously prejudicial for one or other of the Parties, the Party suffering this prejudice (subject to demonstrating its existence and importance) will have the right to request the other Party, provided that it makes this request by registered letter with acknowledgement of receipt, to seek by mutual agreement, in a spirit of mutual understanding and fairness, the most appropriate solution to put an end to the imbalance observed, by making, where appropriate, a modification to the provisions provided for in this contract.

For the entire duration of the negotiations, the agreement continues to apply under the conditions initially defined.

If the continuation of the Agreement appears economically impossible for the Parties subject to its adaptation, in accordance with the aforementioned conciliation procedure, the Party relying on this article has the possibility of terminating the Agreement, without prejudice to the right of the other party to exercise any recourse before the courts if the conditions for the application of this article are not met.

## **Article 10 – CONFIDENTIALITY AND COMMERCIAL ETHICS**

### **10.1 Confidentiality obligation**

The Parties shall consider as confidential all documents, information and data exchanged in the context of the performance of the Public Contract, regardless of the medium, and shall refrain from disclosing them to third parties without the prior written consent of the other Party.

Each Party may disclose the confidential information of the other Party to its own employees, trainers and civil aviation authorities, but only to the extent necessary for the purposes of the performance hereof.

The obligations of this clause shall not apply to information that:

- (a) is already known to the receiving Party at the time it is disclosed to it by the other Party;
- (b) falls into the public domain otherwise than as a result of an act of the receiving Party in breach of this Contract;
- (c) is lawfully obtained from a third party by the receiving Party without restriction of disclosure and without breach of this Contract; or
- (d) is subject to a written disclosure authorization issued by the Disclosing Party.

The disclosure of Confidential Information to an authority that the Receiving Party can establish has legal authority to require such disclosure or that has required such disclosure shall not constitute a breach of this Agreement if such disclosure was required by the authority in question otherwise than as a result of a willful act or omission on the part of the Receiving Party.

### **10.2 Business ethics clause**

The Parties base the development of their activities on the principle of respect for their ethical values and integrity by strictly complying with national and international laws and regulations, in particular those relating to the fight against corruption. In particular, each party undertakes not to pay any commission and not to grant any undue advantage in the context of its contracts with public bodies or private sector companies.

The Parties expect individuals and companies working in partnership with them, or as subcontractors, to strictly respect these same principles of compliance with the law, including laws relating to corruption and competition rules.

The Holder expressly undertakes not to prospect ENAC's end customer during the term of the contract.

## **Article 11 – INTELLECTUAL PROPERTY**

### **11.1 General provisions**

The Parties shall use their best efforts to maintain the validity and accessibility of their respective Intellectual Property throughout the validity period of the Specific Contract.

The Parties guarantee that their respective IPs do not infringe any third-party rights and assume liability for any recourse brought by third parties concerning their respective Intellectual Property rights.

Each Party shall remain the exclusive owner of any Intellectual Property produced by it in the context of the performance of the Public Contract. Each Party shall retain exclusive ownership of any IP that already belonged to it on the date of signature of the Public Contract.

### 11.2 Program, courses and tools of the Holder

The Holder's training programs, courses and associated documentation mentioned in this tender and the Holder's monitoring tools remain the intellectual property of the Holder.

ENAC agrees that this Public Contract does not assign to it in any way and that it does not obtain from the Holder any right whatsoever relating to any training materials, documents and/or software of the Holder used for the purposes of providing the Services.

The Holder grants free of charge and exclusively for the purposes of performing the Public Contract, a strict right to exploit the non-transferable and non-exclusive IP to ENAC for the purposes of performing the Contract. The exploitation of the Intellectual Property for other purposes, including commercial purposes, is prohibited without the prior written consent of the Holder.

In addition, the Holder grants a right of communication of its training programme and other associated documentation to the ENAC end customer for whom the training is provided.

### 11.3 Program, courses and tools of ENAC

ENAC's integrated or modular training programs, the associated courses and documentation mentioned in this Public Contract and ENAC's monitoring tools remain the intellectual property of ENAC.

The Holder agrees that this Public Contract does not assign to it in any way and that it does not obtain from ENAC any right relating to any ENAC training materials, documents and/or software used for the purposes of providing the Services.

ENAC grants free of charge and exclusively for the purposes of performing the Public Contract, a strict right to exploit the non-transferable and non-exclusive IP to the Holder for the purposes of performing the Contract. The exploitation of the Intellectual Property for other purposes, including commercial purposes, is prohibited without the prior written consent of ENAC.

## *Article 12 – CANCELLATION*

ENAC may terminate the framework agreement, at the fault of the co-Holder, in the event of inaccuracy of the information provided for in Article R2143-6 et seq. of the Public Procurement Code and in accordance with the provisions of Articles 38 to 45 of the CCAG FCS.

## *Article 13 –PROCESSING OF PERSONAL DATA*

Each party to the contract is required to comply with the rules relating to the protection of personal data to which it has access for the purposes of the performance of the contract. These rules are derived from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as "the European Data Protection Regulation".

The following provisions are intended to define the conditions under which the subcontractor, within the meaning of the European Data Protection Regulation, designated the holder, undertakes to carry out, on behalf of the data controller, designated the ENAC, the personal data processing operations defined below.

### 13-1- Description of personal data processing

The holder is authorized to process on behalf of the ENAC the personal data necessary to provide the services covered by the contract.

## 13-2- Holders' obligations

The Data Controller undertakes to:

- process the data only for the sole purposes of the processing,
- process the data in accordance with the instructions of the ENAC. If the Data Controller considers that an instruction constitutes a violation of the European Data Protection Regulation or any other provision of Union law or the law of the Member States relating to data protection, it shall immediately inform the ENAC. In addition, if the holder is required to transfer data to a third country or an international organisation, under Union law or the law of the Member State to which it is subject, it must inform the ENAC of this legal obligation before the processing, unless the law concerned prohibits such information for important reasons of public interest,
- guarantee the confidentiality of the personal data processed under this contract,
- ensure that the persons authorised to process the personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, receive the necessary training in the protection of personal data, and take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default.

### A. Further subcontracting

The Holder may use another service provider, referred to as the "sub-processor", to carry out specific processing activities. In this case, it shall inform the ENAC in advance and in writing of any planned changes concerning the addition or replacement of other service providers. This information must clearly indicate the processing activities concerned, the identity and contact details of the sub-processor and the dates of the sub-processing agreement.

The ENAC shall have a minimum period of 10 days from the date of receipt of this information to submit its objections. This sub-processing may only be carried out if the ENAC has not raised an objection within the agreed period.

The sub-processor shall be required to comply with the obligations of this agreement on behalf of and according to the instructions of the ENAC. It is the Controller's responsibility to ensure that the sub-processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Data Protection Regulation. If the subsequent subprocessor fails to fulfil its data protection obligations, the holder remains fully liable to the purchaser for the subsequent subprocessor's performance of its obligations.

### B. Right to information of data subjects

The holder, at the time of data collection, must provide the persons concerned by the processing operations with information relating to the data processing it carries out. The wording and format of the information must be agreed with the ENAC before data collection.

### C. Exercise of individuals' rights

The holder helps the ENAC to fulfill its obligation to respond to requests to exercise the rights of the persons concerned: right of access, rectification, erasure and opposition, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When the persons concerned exercise requests to the holder to exercise their rights, the holder must send these requests upon receipt by email to [dpo@enac.fr](mailto:dpo@enac.fr).

### E. Notification of Personal Data Breaches

The holder shall notify the ENAC of any personal data breach within a maximum of 48 hours after becoming aware of it and by the following means: email addressed to: [dpo@enac.fr](mailto:dpo@enac.fr).

This notification shall be accompanied by any useful documentation to enable the ENAC, if necessary, to notify this breach to the competent supervisory authority.

After the ENAC's agreement, the holder shall notify the competent supervisory authority (the CNIL), in the name and on behalf of the ENAC, of any personal data breaches as soon as possible and, if possible, no later than 72 hours after becoming aware of them, unless the breach in question is not likely to create a risk to the rights and freedoms of natural persons.

The notification shall contain at least:

- a description of the nature of the personal data breach including, if possible, the categories and approximate number of persons concerned by the breach and the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer or another point of contact from whom further information may be obtained;
- a description of the likely consequences of the personal data breach;
- a description of the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible negative consequences.

If and to the extent that it is not possible to provide all of this information at once, the information may be communicated in stages without undue delay.

Following the ENAC's consent, the controller shall, in the name and on behalf of the ENAC, communicate the personal data breach to the data subject without undue delay, where the breach is likely to result in a high risk to the rights and freedoms of a natural person.

The communication to the data subject shall describe, in clear and plain terms, the nature of the personal data breach and shall contain at least:

- A description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects affected and the categories and approximate number of personal data records affected;
- The name and contact details of the data protection officer or another point of contact from whom further information may be obtained;
- A description of the likely consequences of the personal data breach;
- A description of the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible negative consequences.

#### **F. Assistance from the holder in the context of the ENAC's compliance with its obligations**

The holder assists the ENAC in carrying out data protection impact assessments.

The holder assists the ENAC in carrying out prior consultation with the supervisory authority.

#### **G. Personal data security measures**

The holder undertakes to implement the following security measures:

- Pseudonymisation and encryption of personal data
- Means to ensure the confidentiality, integrity, availability and constant resilience of processing systems and services;
- Means to restore the availability of personal data and access to them within appropriate timeframes in the event of a physical or technical incident;
- A procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing.

#### **H. Data output**

At the end of the provision of services relating to the processing of this data, the holder undertakes to return all personal data to the purchaser.

The return must be accompanied by the destruction of all existing copies in the holder's information systems. Once destroyed, the holder must provide written proof of the destruction.

#### **I. Data Protection Officer**

The holder shall communicate to the ENAC the name and contact details of its data protection officer, if it has appointed one in accordance with the European data protection regulation.



## **J. Register of categories of processing activities**

The holder declares that it will keep a written record of all categories of processing activities carried out on behalf of the ENAC, including:

- The name and contact details of the data controller on whose behalf it is acting, any subcontractors and, where applicable, the data protection officer;
- The categories of processing carried out on behalf of the ENAC;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and documents attesting to the existence of appropriate guarantees where applicable;
- A general description of the technical and organisational security measures, including, among others, as required:
- Pseudonymisation and encryption of personal data;
- Means to ensure the confidentiality, integrity, availability and constant resilience of processing systems and services;
- Means to restore the availability of and access to personal data within appropriate timeframes in the event of a physical or technical incident;
- A procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing

## **K. Documentation**

The holder shall make available to the purchaser the documentation necessary to demonstrate compliance with all its obligations and to enable audits, including inspections, to be carried out by the purchaser or another auditor it has mandated, and to contribute to these audits.

The ENAC undertakes to:

- Provide the holder with the data referred to in the article "Description of the processing of personal data",
- Document in writing any instructions concerning the processing of data by the holder,
- Ensure, beforehand and throughout the duration of the processing, compliance with the obligations provided for by the European regulation on data protection on the part of the holder,
- Supervise the processing, including carrying out audits and inspections at the holder's premises

## **Article 14 – DISPUTES AND LITIGATION**

Disputes and litigation shall be settled in accordance with the provisions of Article 46 of the CCAG FCS.

This contract is governed by French law, to which the parties expressly submit, without taking into account the principles of choice of applicable law.

In the event of a difference of opinion on the interpretation, execution or consequences of the contract, the Parties undertake to do everything possible to reach an amicable settlement.

In the absence of an amicable settlement within sixty (60) days from receipt of written notifications of the dispute by either Party by registered letter, the dispute shall be submitted to the competent French Court under which the ENAC falls.

## II – Special provisions applicable to all training organizations

### Article 15 – MONITORING TRAINEES' PROGRESS

#### 15.1 Tools

##### A. Lots 1 & 2 : Training follow-up tool « POLARIS »

ENAC has a training progress logbook software called 'POLARIS'. This system enables ENAC to electronically monitor the actual progress of trainees.

A progress file is created in POLARIS for each trainee.

After each training session, the trainer reports on his assessment of the trainee's performance and progress. In addition to the trainers' free comments, Polaris integrates the skills framework chosen by ENAC. It allows the acquisition of skills to be recorded throughout the training.

The Holder must provide information on POLARIS. He can, in addition, make a new entry in his own monitoring tool. In the event of technical impossibility, a paper version of the progress booklet must be produced. A copy is sent each week to ENAC by email as well as a complete copy at the end of the training for legal archiving.

In the case of an ATO Holder having an online training monitoring tool, available at any time, and subject to the express agreement of ENAC, ENAC will study the possibility of using the Holder's tool instead of POLARIS.

##### B. Lots 1, 2 and 3 : HDV

HDV for "Heure de Vol" is the ENAC flight hours recording system. It is an electronic tool for recording all flight hours performed. Recording in HDV is mandatory for invoicing. All flights performed with an ENAC trainee and/or an ENAC flight instructor must be recorded on this system.

#### 15.2 Meetings

The implementation of a subcontracted training program requires perfect communication and coordination between the Holder and the ENAC ATO. Regular remote meetings by videoconference or telephone will be organized between the Holder and the ENAC for each group of trainees.

The meetings can be carried out with several objectives:

- Kick-off meeting to prepare for the arrival of the trainees and remind them of the expectations
- Training monitoring meetings (recommended frequency every 15 days when a group of trainees is in training), the main topics covered: individual review of the progress of each trainee, analysis of potential difficulties, decision-making in the event of inappropriate behavior by a trainee, etc.
- Feedback meeting

At the same time, the Holder and the ENAC will set up an educational monitoring committee to analyze feedback during training. The Committee may propose adjustments to the program in order to meet the needs of the ENAC ATO. These may be major or minor modifications. Major/minor modifications within the meaning of Part-ORA are described in §II.1.1 and §II.1.2 of the ENAC Training Manual:

-A major modification is a modification imposed by the authority or carried out for the benefit of a client that involves a change in the distribution and/or volume of training hours in its program. Any major modification within the meaning of Part-ORA will

be the subject of a new edition and must be approved in advance by the authority. An amendment to the Contract and a price reassessment based on the unit rates for the modifications made will be necessary.

-Any minor modification will be the subject of a new amendment to the program will be carried out and will be notified to the authority.

### **15.3 In the event of an abnormal training course « ATP »**

The EASA ATO Holder's educational manager or the delegated manager of the ENAC ATO (for non-EASA Holders), in consultation with ENAC, may decide that a trainee's training requires corrective action when, with the prior agreement of ENAC, a trainee does not have the necessary knowledge, skills or abilities.

In the event of learning difficulties or failure of the tests, the Holder will notify ENAC and propose a catch-up program or a training stoppage. A specific procedure called ATP ("Abnormal Training Progress") will be launched. The ATP procedure specifies that when the trainee does not meet the required progress or performance level, whether for technical reasons or not:

1. The Holder will send a written report electronically (POLARIS or the electronic tool of the Holder ATO EASA) to ENAC, giving its opinion and recommendation on the progress of the training, and any corrective or end-of-training actions.
2. When the Holder has sent the aforementioned written report, the Holder must temporarily suspend the trainee's training while waiting for the ENAC representative to give his approval for the correction or the decision to terminate the training.
3. In the event that ENAC has not responded to the Holder's report within a maximum of two (2) working days, the latter may, at its sole discretion, resume the training of this trainee, including the additional training hours proposed by the Holder, unless there is a recommendation to stop training.

In the event of an abnormal training process, the additional training hours incurred will be invoiced separately and borne by ENAC on the basis of the unit rates mentioned in the financial annex communicated by the Holder "BPU - Single Price Schedule" and the specific invoicing terms provided for in Article 8.

The Holder may issue internal regulations and/or a code of conduct as well as an IT charter. These documents are communicated and countersigned by the trainees upon their arrival at the Holder's premises. These documents were sent to ENAC in the Holder's offer. In the event of behavior contrary to the Holder's regulations, the latter shall notify ENAC within two (2) working days. In the most serious cases of breach, the Holder is authorized by ENAC to prohibit access to the Holder's sites and to suspend the trainee's training.

## **Article 16 – PROGRAMMING RULES**

For lots 1 and 2, the Holder undertakes to respect all the educational rules of the ATO ENAC (included in the Training Manual (TRM.GEN)).

The rules are seen during the theoretical educational standardization, the main measures of which are as follows:

### **16.1 Time of instruction**

Dual-control and solo flight sessions are preceded by a briefing and followed by a debriefing, each lasting approximately 30 minutes per flight.

These educational moments are not included in the instruction volume.

### **16.2 Method of recording flight hours**

The hours of training sessions on aircraft are counted block by block. According to FCL.050 (AMC FCL.050(g)) "recording of flight time", flight time is considered as: "for aircraft, from the moment an aircraft first moves until the moment it finally reaches

the apron at the end of the flight".

ENAC will apply this definition to the training program and therefore considers taxiing time as flight time. Briefing and debriefing instruction times are not mentioned in the hours referred to above.

If the Holder wishes to invoice the briefing and debriefing, it must mention the rate in the financial annex, unrelated to the rate per flight hour.

### **16.3 Resting time**

The rules applicable in this matter are those of the Holder, who must however ensure that at least two (2) days of rest are granted every week in order to guarantee rest time for trainees.

### **16.4 Limiting the number of trainees per instructor**

In order to guarantee educational quality, the Holder undertakes to limit the number of trainees per instructor to four (4). These 4 trainees include ENAC trainees as well as trainees from other clients of the Holder.

### **16.5 Limiting the number of instructor changes for a trainee**

In order to guarantee the educational quality, the Holder undertakes to limit the number of instructor changes for the same trainee depending on the training phases.

For the VFR phase, the maximum number is two instructor changes until the first SOLO flight, the last three flights before the release being carried out by the same instructor.

## **Article 17 – SAFETY MANAGEMENT SYSTEM (SMS)**

### **17.1 General requirements**

The EASA ATO holder attests to continuous compliance with ICAO and EASA standards and recommendations on safety management. The reports of the safety audits carried out by the competent authority will be accessible to ENAC and transmitted upon request.

The holder provides ENAC with free access to the latest modifications to its Safety Management System (SMS) Manual, its Crisis Management Plan (ERP) and associated procedures as well as access to the "safety" indicators and risk mapping.

ENAC must be informed of any safety incident that impacts or may impact an ENAC trainee.

Safety audits may be carried out as needed to enable ENAC to assess the performance of the safety management system at the level of subcontracted activities.

In the event of a lack of compliance detected by ENAC or the French Authority, the holder is responsible for implementing corrective measures.

### **17.2 Regulatory requirements**

-ORA.GEN.205 Contracted activities

(b) The organization shall ensure that when subcontracting or purchasing part of its activity, the service or product subcontracted or purchased complies with the applicable requirements.

-AMC1 ORA.GEN.205 Contracted activities

RESPONSIBILITY WHEN SUBCONTRACTING ACTIVITIES

- (b) A written agreement shall exist between the organization and the subcontracting organization clearly defining the subcontracted activities and the applicable requirements.
- (c) The subcontracted safety-related activities covered by the agreement shall be included in the organization's safety management and compliance monitoring programs.
- (d) The organization shall ensure that the subcontracting organization has the necessary authorization or approval when required, and that it has the necessary resources and skills to undertake the task.

-GM1 ORA.GEN.205 Contracted activities

#### RESPONSIBILITY WHEN SUBCONTRACTING ACTIVITIES

- (a) Regardless of the approval status of the contracting organization, the contracting organization is responsible for ensuring that all contracted activities are subject to hazard identification and risk management as required by ORA.GEN.200(a)(3) and compliance monitoring as required by ORA.GEN.200(a)(6).

-ORA.GEN.200 Management system

- (a) The organization shall establish, implement and maintain a management system that includes:
- (3) the identification of hazards to aviation safety inherent in the organization's activities, their assessment and the management of associated risks, including the measures taken to mitigate the risks and verify their effectiveness;

-AMC1 ORA.GEN.200(a)(1):(2):(3):(5) Management system

#### NON-COMPLEX ORGANISATIONS - GENERAL

- (a) Safety risk management may be carried out using hazard checklists or similar risk management tools or processes that are integrated into the organisation's activities.
- (b) The organisation shall manage the safety risks associated with change. Change management shall be a documented process for identifying external and internal changes that may adversely affect safety. It shall build on existing processes for hazard identification, risk assessment and risk mitigation.
- (c) The organisation shall designate a person who fulfils the role of safety manager and is responsible for coordinating the safety management system. This person may be the Accountable Manager or a person in an operational role within the organisation.
- (d) Within the organization, responsibilities for hazard identification, risk assessment and risk mitigation should be identified.
- (e) The safety policy should include a commitment to improve to achieve the highest safety standards, comply with all applicable legal requirements, meet all applicable standards, take into account best practices and provide appropriate resources.
- (f) The organization should, in cooperation with other stakeholders, develop, coordinate and maintain an emergency response plan (ERP) that ensures an orderly and safe transition from normal operations to emergency operations and a return to normal operations. The ERP should indicate the actions to be taken by the organization or specified individuals in the event of an emergency and reflect the size, nature and complexity of the activities carried out by the organization.

-GM1 ORA.GEN.200(a)(3) Management system

#### INTERNAL OCCURRENCE REPORTING SCHEME

- (a) The overall objective of the system is to use the information reported to improve the level of safety performance of the organisation and not to attribute blame.
- (b) The objectives of the system are:
  - (1) to enable the safety implications of each relevant incident and accident, including previous similar events, to be assessed so that any necessary action can be taken; and
  - (2) to ensure that knowledge of relevant incidents and accidents is disseminated so that other people and organisations can learn from it.
- (c) The system is an essential part of the overall monitoring function and is complementary to normal day-to-day procedures and 'check-in' systems and is not intended to duplicate or replace them. The system is a tool to identify cases where routine procedures have failed.
- (d) All reports of occurrences deemed reportable by the person submitting the report should be retained, as the significance of such reports may only become apparent at a later date.

### 17.3 Specific requirement from ENAC

- The Holder must provide ENAC with access to its safety management system, which must contain elements specific to subcontracted operations with ENAC.
- The Holder must demonstrate to ENAC that it has the resources and skills necessary to provide the services and allow ENAC to have access to all supporting documents to verify this.

- The Holder accepts to participate to regular safety meetings with ENAC, with an adapted frequency based on the volume of cadets.
  - The Holder must provide its risk assessment matrix for all of its own and subcontracted operations with ENAC.
  - The Holder must provide ENAC with all events related to failures of the air resources used for ENAC's subcontracted operations, and in particular all technical incident reports.
  - The Holder must authorize ENAC to participate in the bodies analyzing events for which the Holder is fully responsible.
  - The Holder must provide all the Safety information provided to trainees.
  - The Holder must provide ENAC with safety procedure applicable to the pilot in the Operations Manual (OM).
- demonstrate the implementation of a safety policy and the implementation of an Emergency Response Plan (ERP) including the ENAC for all subcontracted operations.

#### **17.4 incident reporting**

Safety reports involving an ENAC trainee must be sent to the ENAC contact responsible for safety at [safety@enac.fr](mailto:safety@enac.fr) as soon as possible and, in any case, within seventy-two (72) hours maximum.

Following these reports, ENAC must be informed in a timely manner of any measures taken to remedy the safety problem detected. Where applicable, ENAC must receive feedback/measurement of indicators relating to the effectiveness of the measures taken.

#### **17.5 In the event of a serious incident or accident**

Without prejudice to Article 17.4 above, ENAC as well as the Airline must be immediately notified of any serious incident or accident, involving one of its trainees, in compliance with the Holder's ERP. In this case, ENAC as well as the Airline may appoint a representative who joins the internal investigation team.

ENAC's generic email address [safety@enac.fr](mailto:safety@enac.fr) must be copied on all messages and information relating to the serious event or accident.

### ***Article 18 – MAINTENANCE AND AIRWORTHINESS MONITORING***

The Holder shall provide ENAC with copies of the latest maintenance and airworthiness certificates valid by the competent authorities. The Holder shall demonstrate compliance with the applicable airworthiness and maintenance regulations, throughout the duration of the contract, by sending the appropriate certificates to ENAC at each modification and/or renewal.

The Holder shall be responsible for the continued airworthiness and maintenance of the aircraft used for training, in accordance with the applicable regulations.

The Holder shall immediately inform ENAC of any suspension, revocation or limitation of the scope of the appropriate certificates required to carry out these continued airworthiness and maintenance activities and related to the training agreed in this contract.

### III – Specific provisions applicable to the Holder

<i>Article 19 COMPLIANCE OF AN EASA ATO</i>
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#### 19.1 OMM.SITE procedure : registration as an ENAC subcontractor - ORA.GEN.205(a)

ENAC will request the French Authority to register the holder as a subcontractor of ENAC in accordance with EU regulations 1178/2011-ORA.GEN.205(a). The registration process must follow the following steps:

- The holder must complete the OMM.CMM.GEN.SITE form and return it to ENAC.
- ENAC then performs a documentary analysis to verify the holder's ability to be registered as a subcontractor.
- Audit of the training site(s) by ENAC.
- The holder is confirmed by ENAC as its subcontracting partner with the French Authority
- Possibility of carrying out an audit of the holder by the French Authority.

ENAC standardizes and trains the Holder's teams in ENAC's technical, pedagogical and administrative procedures and provides the holder with monitoring tools.

The Holder shall implement all reasonable and economically viable requirements of ENAC for the purposes of providing the Services.

#### 19.2 External audits of the Holder

ENAC may organize an audit of the holder and the French Authority may also conduct audits of any holder registered as a subcontractor of ENAC on the ENAC ATO certificate.

During the entire period of validity of this contract, ENAC will carry out, upon transmission of written notice of at least twenty (20) working days, at least two planned audits during the duration of the tender aimed at monitoring operational procedures and verifying compliance with regulations, safety, airworthiness of aircraft and the state of use of safety and operating equipment.

Independently of these two planned audits, ENAC may decide at any time to conduct a spontaneous audit. For example, ENAC may carry out an audit before the arrival of a group of trainees and/or before any audit planned by the French Authority or to detect any defect.

The holder grants ENAC and the French Authority free access to its website, flight simulators and documents relating to airworthiness and maintenance, it being understood that no audit may disrupt the normal course of the holder's business activities, and ENAC is responsible for its employees/representatives, as well as their actions and safety during the audit in question, and is required to ensure that they comply with the applicable legislation. The audit reports will be available for consultation with the French Authority on a secure ENAC server.

ENAC's end client may be associated with these audits. The holder will give it, where appropriate, the same access rights as ENAC auditors.

#### 19.3 Non-compliance

ENAC and the French Authority shall ensure that the Holder complies with EASA regulations.

In the event of non-compliance or remarks in the audit reports, ENAC shall notify the Holder of any changes to be implemented at the request of the authorities. At the first request of ENAC, the Holder shall provide it with the audit reports of

its national authority. ENAC agrees that no lack of conformity observed by EASA, the national authority or the French Authority may constitute grounds for termination of this Specific Contract if the Holder has taken the necessary measures to implement the corrective actions and measures required to remedy said lack of conformity without delaying the training.

The Holder shall immediately suspend its services or any other performance of the services at the first request of ENAC in the event of a safety problem. The suspension shall remain in effect until the complete rectification of any lack of conformity and receipt of written agreement from ENAC.

The Holder shall, within a reasonable time period provided by ENAC or another relevant authority, remedy: 1) any non-compliance with the requirements referred to in the contract; or 2) any level 1 non-compliance (excluding safety-related non-compliance) revealed by any audit by its national authority, the French Authority or ENAC. ENAC may request the suspension of the Services until the non-compliance is fully remedied only if said non-compliance is not remedied by the Holder within a given reasonable remediation period.

The Holder shall communicate all EASA inspection reports received to ENAC and shall inform ENAC of any non-compliance. The Holder shall immediately cease all activities in the event of revocation of its EASA certification and shall immediately notify ENAC thereof.

The Holder shall at all times assume the consequences of such suspension of the Services with respect to ENAC and the Client and shall indemnify ENAC against any recourse associated with said suspension brought by the Client, subject however to the limitations of liability set out in the clause below, except if the Holder can demonstrate that the suspension is not due to its own responsibility. The Holder's liability towards ENAC shall be limited to three (3) times the total price of the contract.

#### **19.4 Compliance follow-up by the Holder**

##### **A. Compliance monitoring systems**

The holder shall ensure, through its own organisation and management procedures and systems, that the accountable manager is able to establish and maintain an effective management system in accordance with EASA regulations.

##### **B. EASA regulation**

The Holder shall monitor EASA regulations and shall inform ENAC, within thirty (30) calendar days following their entry into force, of any new requirements or changes that may impact the contract and the training program.

The Holder shall monitor the interpretation of EASA regulations by the local authority and shall inform ENAC, within thirty (30) calendar days following their entry into force, of any new interpretation or decision that may impact the contract.

The Holder shall monitor the regulations and shall inform ENAC, within thirty (30) calendar days following their entry into force, of any new requirements or changes that may impact the contract and the training program.

##### **C. Internal audit of the Holder**

The Holder shall supervise his own activities in accordance with EASA requirements.

He shall report to ENAC any follow-up compliance measures taken. Reports from the CMM of the holder's ATO shall be forwarded to the CMM of ENAC. All reports and information shall be in English, if not available in French.

Any changes required by ENAC shall be implemented by the holder within the reasonable timeframes requested by ENAC.

##### **D. EASA Certification**

The holder shall communicate all audit reports from the local EASA authority to ENAC.

- In the event of temporary or permanent loss of the EASA certificate or in the event of a level 1 non-conformity, the holder shall have one (1) working day to inform ENAC.

- In the event of a level 2 non-conformity and remarks, the holder shall have five (5) working days to inform ENAC.



- The holder shall communicate to ENAC the corrective measures it proposes to remedy the non-conformities in question within thirty (30) days.
- The holder shall immediately cease all activities in the event of revocation of its EASA certification or a level 1 non-conformity that cannot be remedied in a timely manner and shall immediately inform ENAC thereof.

## **Article 20    STANDARDISATION OF AN EASA ATO**

### **20.1 Initial standardisation of an EASA ATO**

The Holder undertakes to implement all the human and material resources necessary to complete the Service within the planned deadlines and therefore undertakes, throughout the duration of the contract, to adjust its resources to ensure the proper execution of the Service. This commitment extends prior to the start of the first services, in particular with the standardization of the Holder's teams.

For lots 1 & 2, an initial administrative standardization of the management members of the training organization is provided prior to the start of the training.

This administrative standardization mainly targets the operational and training procedures expected by ENAC. This standardization takes place over one (1) day on the Holder's site. It is provided by ENAC experts.

This standardization is intended for the Holder's management teams, including the Responsible Manager (AM), the Head of Training (HT), the Chief Pilot (CFI), the Compliance Monitoring Manager (CMM), the Safety Manager (SM) and the Flight Safety Officer (SO) or their duly authorized delegates.

At the same time, for lots 1 and 2, ENAC is implementing a theoretical training standardization action for instructors for its training in ENAC standards. The program will be defined according to the gaps between the ENAC and Holder's reference systems and programs as well as the experience of the Holder's instructors.

The theoretical standardization covers flight safety aspects, teaching methods (briefings, briefing, facilitation), the CBTA and ENAC pilot skills reference system, the TEM, ENAC teaching tools and procedures (Polaris, TRM.GEN, HDV, etc.), the training program. This standardization action is estimated at four (4) days and will take place on the service provider's site with the support and free of charge of the service provider's resources.

At the end of the theoretical training standardization, each FI or TKI instructor will be observed in a "real" instruction situation with the Holder's trainees in order to be authorized to deliver the training. These observed flights will be carried out by the CTKI, CFI, HT ENAC or any persons designated by them.

If during an observed session, the instruction delivered by the instructor is not considered satisfactory with regard to the ENAC training standard, the ENAC and Holder's management will jointly define the means to complete the instructor's standardization. These means may include standardization flights without students.

At the end, a debriefing of the instructor will be provided by the Holder's management. ENAC may also decide to no longer use an instructor and the Holder will then propose another instructor to replace him.

ENAC may also carry out regular observations of training sessions on the ground or in the air with a minimum of 48 hours' notice.

These observations will be carried out by CTKI, CFI, HT or any persons designated by them.

ENAC reserves the right to implement a training standardization action at a minimum for lot 3.

### **20.2 Request for standardization during execution of the contract**

During the contract, the Parties undertake to carry out, upon request, an annual administrative and/or training standardization session on the Holder's site in the event of changes in the Holder's management staff or when the observation sessions have identified a need.

Any request for standardization or additional training is carried out according to the availability of the Holder's and ENAC's staff. To guarantee availability, the Holder and ENAC recommend respecting a notice period of four (4) months before the desired standardization date.

### 20.3 Coverage of direct and indirect costs related to standardization and training

Each Party shall bear all the personnel, transport or accommodation costs of its personnel involved in a standardization course.

In addition, the standardization course is carried out on the premises of the Holder, the latter shall bear the logistical and infrastructure costs related to the material needs for the execution of the standardization, whether meeting rooms, briefing/debriefing rooms, flight instruction sessions, etc. The List is not exhaustive.

For more than two standardisations per year, all costs may be borne by the Titleholder, including personnel, transport and accommodation costs for ENAC staff involved in a standardisation course.

## *Article 21 – OVERSIGHT OF AN EASA ATO AND OBSERVATION FLIGHTS*

### 21.1 Supervision

To verify the effectiveness of the instruction for the training provided, ENAC may organize supervision sessions at any time during the training. This may involve observing a briefing, a debriefing, or a flight session where the ENAC instructor will play the role of a trainee.

The process of evaluating training through instruction standards is included in the OMM in Chapter II.3.5 and presented during the initial standardization.

A report will be drawn up at the end of the supervision session. This report will be used for the debriefing with the standardized instructor and will also be communicated to the Directorate or the holder's management team in order to justify any corrective measures required.

### 21.2 Observation flights

To verify the final level of the trainees or the standard progression of a trainee, ENAC may organize observation flights at any time during the training. ENAC Airline customers may organize observation flights as well.

The objective of these flights is to verify that the trainee's level complies with ENAC standards. In the event of significant remarks concerning the trainee's level, an educational meeting will be organized between ENAC and the Holder in order to discuss the corrective measures to be taken.

The organization of observation flights is presented during the standardization. For practical reasons, observation flights may be organized during a supervision flight. ENAC will inform the Holder fifteen (15) days in advance of the holding of an observation flight. The Holder may change this date according to its schedule and with the agreement of ENAC.

## *Article 22 – EXCEPTIONS TO GENERAL DOCUMENTS*

The exceptions explained in the articles designated below of the present document are as follows:

Exemption from article 14.1.2 of the CCAG FCS by article 8.3 of the document

Exemption from article 14.1.3 of the CCAG FCS by article 8.3 of the document

## E – Paiement

### E1- Désignation du (des) compte(s) à créditer

Zone à compléter par le candidat :

Titulaire	Banque	Pays/Clé IBAN	BBAN ou RIB	BIC

### E2- Avance

Conformément aux dispositions du Code de la Commande Publique.

Zone à compléter par le candidat :

**Le candidat**

☐ Accepte

☐ Refuse l'avance

Zone à compléter par le candidat :

A ....., le .....

Signature du (des) prestataire(s) :

## G- Décision du pouvoir adjudicateur

La présente offre est acceptée :

☐

Avec sa solution de base

A Toulouse, le .....

Le représentant du pouvoir adjudicateur,

#### H- Nantissement ou cession de créance

Le montant maximal de la créance que je pourrai (nous pourrons) présenter en nantissement est de

..... euros TVA incluse

**Copie délivrée en unique exemplaire** pour être remise à l'établissement de crédit ou au bénéficiaire de la cession ou du nantissement de droit commun.

A Toulouse, le .....  
Le représentant du pouvoir adjudicateur,

## ANNEXE N° 1 À L'ACTE D'ENGAGEMENT

Détail des prestations exécutées par chacun des cotraitants

Répartition de la rémunération correspondante

### 1. Détail des prestations :

Entreprise mandataire		Prestations du mandataire
Entreprises cotraitantes		Prestations des autres cotraitants
N°		
N°		
N°		
N°		
N°		
N°		

### 2. Répartition de la rémunération

Prestations	Montant hors TVA	Montant TVA	Montant TVA incluse
<b>Mandataire</b>			
TVA <input type="text"/>			
TVA <input type="text"/> %			
Prix forfaitaire de la prestation de mandat			
<b>Total mandataire (I)</b>			
<b>Autres cotraitants</b>			
N° <input type="text"/> TVA <input type="text"/> %			
TVA <input type="text"/> %			
N° <input type="text"/> TVA <input type="text"/> %			
TVA <input type="text"/> %			

Prestations					Montant hors TVA	Montant TVA	Montant TVA incluse
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
Total autres cotraitants (II)							
Total du marché (I) + (II)							

**ACTE SPECIAL DE SOUS-TRAITANCE  
ANNEXE 2 À L'ACTE D'ENGAGEMENT**

**- Prestations maximales sous-traitées**

Nature de la prestation	Montant HT

**- Sous-traitant**

Raison sociale :	
Adresse :	
Code postal :	
Bureau distributeur :	
Téléphone :	
Télécopie :	
Courriel :	
Numéro SIRET :	
Numéro au registre du commerce :	
Ou au répertoire des métiers :	
Code NAF :	

**- Compte à créditer**

Titulaire	Banque	Pays/Clé IBAN	BBAN ou RIB	BIC

A ....., le .....

Signature du titulaire responsable :

Le représentant du pouvoir adjudicateur accepte le sous-traitant et agréé ses conditions de paiement.

A Toulouse, le .....