

AIRLINE CAPTIAN COURSE -AB INITIO- TRAINING AGREEMENT

This **AIRLINE CAPTIAN COURSE-UPGRADE TRAINING AGREEMENT** made and executed on theday of xxxx , Two Thousand and Twenty Three (xx/xx/2023) at Bengaluru:

BETWEEN:

M/S. SPIRIT AIR,
a Limited Liability Partnership
registered under Section 58(1) of the
LLP Act 2008 and having its registered office
at B 3/12, Vishal Khand, 3,
Gomti Nagar, Lucknow- 226010
Uttar Pradesh and corporate office at
182A,3rd B Cross, Domlur Layout, Bengaluru-560071

represented herein by one its Partner
Sri.....

*(hereinafter referred to as "**SPIRIT AIR**"/FIRST PARTY" which expression shall whenever the context so requires or admits, mean and include its successors , administrators and assigns)of the **First Part;***

AND

Mr/ Miss
S/o / D/o Sri
Aged Years
Residing at
No.

(hereinafter referred to as "**TRAINEE/SECOND PARTY** ")of the **Second Part;**

WITNESSES AS FOLLOWS:

I. **WHEREAS** FIRST PARTY is a Limited Liability Partnership is engaged in the business of operating, Schedule, non-scheduled and charter flight for transportation of passengers/cargo including training flight Crew, ground personnel related to Air Transport etc;

II. **WHEREAS** as the FIRST PARTY is Promoted and managed by Ex Air India Personnel having more than 3 decades of experience in airline management and airline pilot training. FIRST PARTY has created a niche in the training of pilots and its brand name is well known in the Flying Community;

III. **WHEREAS** the FIRST PARTY after extensive research and contemplation has introduced "**Airline Captain Course**", where Second party will get all resources like Instructors, simulators, aircraft and airline flying experience- all at one place to gain knowledge, skill and flying experience/ expertise as per the latest international flying trends, required to become Transition /Trainee **AIRLINE CAPTAIN;**

IV. **WHEREAS** THE SECOND PARTY on his/her volition is desirous of acquiring training under the caption "**AIRLINE CAPTIAN COURSE-AB INITIO** " wherein the Second party shall be trained and mentored by Instructors having more than 3 decades of training airline pilots and the SECOND PARTY has accepted to undergo the course under the above Airline Captain Course- AB INITIO at his/ her own cost.;

V. **WHEREAS** the FIRST PARTY has received NOC from Ministry of Civil Aviation, Govt. of India to operate Scheduled Commuter Air Transport Service;

VI. NOW THIS AGREEMENT WITNESSES THAT in consideration of the above and of the covenants of the parties contained herein, the FIRST PARTY shall provide training to the SECOND PARTY and the SECOND PARTY hereby accepts to undergo training on the terms and conditions contained below:

1. REPRESENTATION OF THE FIRST PARTY:

(i). THE FIRST PARTY shall train the SECOND PARTY as per the training programme and associated cost , attached to this agreement as **ANNEXURE -A**. The FIRST PARTY has world class training professionals, quality Instructors and the FIRST PARTY has relationships with global airlines.

(ii) It is made aware that Airline Captain Course is available on demand and that the Second party is aware that based on the commitment of Second party – THE FIRST PARTY will be acquiring aircraft and simulator, arranging instructors and other resources;

2. DURATION OF THE TRAINING PROGRAMME.

(l) The duration of the Programme is for a period of 10 month from the date of commencement of the Course.

3. DUTIES / REPRESENTATIONS/OBLIGATIONS/RESPONSIBILITIES OF THE FIRST PARTY.

(i) From the date of signing the agreement till the date the SECOND PARTY joins the course, the SECOND PARTY shall be informed updated about the progress regularly through email;

(ii) THE FIRST PARTY shall make all efforts to complete the course in planned duration in view of the DGCA Flight and Duty Time Limitations. However, course may get delayed due to reasons beyond the control of the FIRST PARTY

(iii). While under training with THE FIRST PARTY at a given point of time, number of trainees per aircraft, locations of the simulator and aircraft including other variables /resources shall be decided by the FIRST PARTY'S

(iv) During the course, the pilot and passengers will be insured as per the regulatory requirements;

(v) The FIRST PARTY may at its sole choice choose to change and/or alter the place etc., of training if it deems fit.;

(vi) The FIRST PARTY, post signing of agreement shall arrange all resources as required with reference to training schedule- **Annexure A**, and shall inform the SECOND PARTY about the date of commencement of course through email.

4. DUTIES / REPRESENTATION/OBLIGATIONS/RESPONSIBILITIES OF THE SECOND PARTY

(i) The Second party shall produce Class 1 medical certificate from approved organisations of DCGA and fitness from the company doctor regarding the fitness of the Second party to join the course along with current license/ ratings

(ii) The SECOND PARTY agrees to undergo course as per the training schedule, intimated by the FIRST PARTY;

(iii) The SECOND PARTY hereby unconditionally undertakes, agrees and guarantees that he/she shall under-go the course with the highest sense of responsibility and diligence;

(iv) The SECOND PARTY hereby undertakes, agrees and guarantees not to resign and/or discontinue the course;

(v) The SECOND PARTY understands and acknowledges that the FIRST PARTY has expended substantial amounts of money to arrange for the Course and resources and agrees to strictly fulfil his covenants contained herein.

The Second party hereby agrees to apply himself conscientiously and endeavour to acquire and make the best of the training given to him/her during the course. The Second party shall exercise good faith in all his/her dealings and conduct during the period of course and undertakes to satisfy the trust and confidence reposed in him/her by the Company.

(vi) The SECOND PARTY hereby agrees to abide by and fulfil all the obligations imposed on him/her during the course by the person, entity, etc., that would be imparting training to him/her.

(vii) The SECOND PARTY shall produce certificate/s as prescribed by the FIRST PARTY.

(viii) The SECOND PARTY hereby declares and undertakes that he/she shall at all times ensure that all the FIRST PARTY'S Confidential Information shall be kept and/or held in confidence and that he shall not disclose, exploit, use, copy, publish, lecture upon, summarize, in any manner whatsoever, the FIRST PARTY'S confidential Information whether for gain or not, except (a) as necessary to carry out Trainee's assigned responsibilities under this agreement. "**Confidential Information**" is all information related to any aspect of the business of the Company which is either information or known by actual or potential competitors of the Company or is proprietary information of the Company, whether of a technical nature or otherwise. By way of illustration and not limitation, confidential Information includes inventions, disclosures, processes, ideas, systems, methods, devices, instruments, know how, improvements, developments, materials, products, patterns, compilations, techniques, sequences, designs, research or development activities and plans, specifications, costs of production, prices and costs or other financial data, volume of sales, promotional, methods, marketing and selling plans, lists of names or classes of customers or personnel, lists of suppliers, business plans, budgets, business opportunities, financial statements or information regarding the skills and compensation of other employees of the company, etc.

5. FEES/PAYMENT TERMS

The SECOND PARTY hereby agrees to pay the Training/Course Fee on the terms and conditions as mentioned in **Annexure B**

6. INDEMNIFICATION.

The SECOND PARTY shall indemnify the Partners/Officers/Directors/ Employees of the FIRST PARTY;

The Second Party shall indemnify and at all times keep indemnified, the First Party against all claims, losses, damages, etc., that may arise or accrue, by reason of the Second Party's failure or improper performance of the covenants under this Agreement, including regarding that may occur due to accident to etc.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of India. The Courts is Bangalore City alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

8. DISPUTE RESOLUTION

In case any dispute/s or difference/s arises between the Parties in connection with any matter relating to this Agreement including termination thereof, the same shall be referred to Arbitration by a Sole Arbitrator appointed by the First Party. The decision of the sole arbitrator shall be final and binding on the Parties. The provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereto shall be applicable to such arbitration. The place of Arbitration shall be Bangalore.

9. GENERAL PROVISIONS

a) Entire Agreement:

This Agreement constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, and understandings, whether oral or written, with respect to the subject matter hereof, and none of the signatories hereto shall be bound by any oral or written agreements, representations, or understandings not specifically set forth in this Agreement.

b) Severability:

In the event that any provisions of this Agreement are being deemed invalid or unenforceable, the remaining provisions shall not be affected but shall remain in full force and effect to the maximum extent permitted by applicable law. The Parties agree to replace such invalid provision by similar valid provisions.

c) Amendment:

Amendments of this Agreement shall only be valid if set out in writing and signed by the Parties herein.

d) Nothing contained herein shall mean and/or be construed to mean that the Parties have created any partnership/joint venture/ agency between themselves.

e) All notices required to be given under this Agreement shall be deemed to be sufficiently given if they are forwarded by facsimile/registered post/hand delivery/courier to:

M/s Spirit Air LLP

182A,3rd B Cross, Domlur Layout

Bengaluru-560071

To the Attn of

Mr/ Mrs.....

.....

.....
 Fax No.: +91-80-25350296

(f) This agreement is independent of any other agreement which SECOND PARTY may sign with the FIRST PARTY

10. FORCE MAJEURE

Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

acts of God;

typhoons, floods, lightening, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

strikes, work stoppages, work slowdowns or any other labour dispute which affects a First Party's ability to perform under this Agreement; acts of war (whether declared or undeclared), invasion or civil unrest; any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the FIRST PARTY or any Law or any of their respective obligations under this Agreement); inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Approvals; earthquakes, explosions, accidents; landslides; fire; expropriation and/or compulsory acquisition of the aircraft; chemical or radioactive contamination or ionising radiation; or complete destruction of the aircraft;

The availability of Clause 10 to excuse a Party's obligations under this Agreement due to a Force Majeure Event shall be subject to the following limitations and restrictions:

the non-performing Party gives the other Party written notice describing the particulars of the Force Majeure Event as soon as practicable after its occurrence;

the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event;

the non-performing Party is able to resume performance of its obligations under this Agreement, it shall give the other Party written notice to that effect;

the Force Majeure Event was not caused by the non-performing Party's negligent or intentional acts, errors or omissions, or by its negligence/ failure to comply with any material Law, or by any material breach or default under this Agreement;

in no event shall a Force Majeure Event excuse the obligations of a Party that are required to be completely performed prior to the occurrence of a Force Majeure Event.

11. This Agreement is executed in two sets, both of which shall be deemed to be the original. The main document executed on stamp paper of Rs.200/- shall be in the custody of the FRIST PARTY and the counterpart in the custody of the SECOND PARTY.

12. The SECOND PARTY shall strictly follow the **DO's and Don'ts** during the Course .

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE EXECUTED THESE PRESENTS IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER ON THE DAY, MONTH, YEAR AND PLACE HEREINABOVE MENTIONED.

Witnesses:

For SPIRIT AIR

1.

(.....)
FIRST PARTY

2.

(.....)
SECOND PARTY

ANNEXURE A-- FOR TRAINING PROGRAMME

Airline Captain Course -Ab -Initio has been designed for Graduates who aspire to become Captain in airline by a team of Spirit Air comprised of Ex Air India Instructors and Examiners having more than 3 decades of experience in training airline pilots keeping in view of the followings:

- the regulatory requirements and standard of ICAO/FAA/EASA/Indian DGCA related to Airline Captain
- Globally airlines will be expanding networks to increase market share
- North America, Asia Pacific, and the Middle East are likely to see the largest shortages of Captains while Europe, Africa, and Latin America remain closer to equilibrium. In North America, with an aging pilot population and heavy use of early retirements, the shortage re-emerges quickly and is projected to reach by 2025, 15 percent of the total demand.
- All airlines are and will be looking for Direct Entry Captains, who are properly trained, hold Indian/EASA ATPL and PIC Type Rating and with Airline Pilot in Command (PIC) experience, enough to fly as captain on their fleet or who can fly as Captain on their fleet, in a short span of time and at minimum training cost, with

Training Curriculum in Brief

PHASE I

Airline Orientation

- Airline Operations in India since 1947- till date
- Regulatory Organisation- Ministry of Civil Aviation, Govt. of India, DGCA, Bureau of Civil Aviation Security (BCAS), ICAO
- International Conventions
- Duties and Responsibilities of Captain- Pilot-in-Command in airline
- Expectations from Captain by airline, passengers and regulatory authorities

Aviation/Airline related Rules, Regulation and Subjects

- Indian Aircraft Rules-1934,1937; The Aircraft Security Act -2011; The Aircraft (Carriage of Dangerous Goods) Rules-2003
- Civil Aviation Requirements (CAR)- DGCA- Section- 1-General; 3-Air Transport; 5- Air Safety; 7-Flight Crew Standard, Training and Licencing, 8- Aircraft Operations; 9- Air Space and Navigation Standard;10-Aviation Environment Protection; 11- Safe Transport of Dangerous Goods
- Aeronautical Information Circulars -AIC; Circulars; Forms
- Theory Class to cover Syllabus for SPL- CAR Section-7, Series B Part II Issue III

Location: Bangalore

Establishment: Spirit Air

Duration: 6 Weeks

PHASE II

Ground Class - Syllabus for PPL- CAR Section-7, Series B Part III Issue III

- Air Regulations
- Navigation
- Meteorology
- Aircraft & Engines
- DGCA written Exam for issue of PPL

Location: Bangalore

Establishment: Spirit Air

Duration: 8 Weeks

PHASE III

Ground classes – Syllabus for CPL- CAR Section-7, Series B Part IV Issue III

- Air Navigation
- Aviation Meteorology
- Air Regulation

- Aircraft & Engines
- Radio Telephony
- Issue of COP by Ministry of Communications, Govt. of India

Flying Training Exercises in Simulator-CAR Section 7, Series B Part VII Issue I by Retired Air India Instructors/Examiners

- Flying Training- 20 hour – As per Syllabus for PPL
- Flying Training for 30 hour- As per syllabus for CPL
- Solo Flights -Local
- Solo Flights- Cross Country
- DGCA written Exam for issue of CPL

Location: Bangalore

Establishment: Spirit Air

Duration: 16 Weeks

PHASE IV

Flying Training for issue of PPL and CPL on DA40 NG/Cessna 172S-at Spirit Air's partner FTO- duly approved/recognised by DGCA India-Abroad/Issue of SPL

- Issue of FRTTO by Local DGCA
- On completion of 40 hours of flying
- Skill Test for Issue of PPL by Local DGCA
- Submission of documents to Local DGCA for issue of PPL
- Post Issue of PPL by DGCA, flying training for 160 hours to cover syllabus for issue of CPL
- Cross Country
- Skill Test for issue of CPL
- Issue of CPL on DA40 NG /Cessna 182S with IR by Local DGCA
- Conversion to Indian CPL

Location- New Zealand- / Philippines- /Any other Indian DGCA approved FTO

Establishment- International Aviation of Academy/ Alpha aviation Group

Duration: 24 Weeks

PHASE V

Command Training in Simulator– How to fly as Captain in an Airline by Retired Air India Instructors/ Examiners

- Aircraft Orientation- Islander BN 2T- 4S OR King Air 250
- Review and Revision of Pilot Operating Handbook (POH)
- MCC
- Normal and Emergency Procedures
- Route Flying Day and Night Flying- VFR/IFR
- Airline Route Flying-IFR Approaches- VOR/ILS/RNP
- Flying in Hilly Terrain
- Flying in Adverse Weather Conditions
- Airline Oriented Procedures and Call Outs
- Flight Operations using airline standard Jeppesen Charts-Terminal, Enroute-Low Altitude/ High Altitude/VFR
- Loading/ Offloading of passengers and cargo
- Handling of Passengers in abnormal situations
- Handling of unruly passengers on board
- Refuelling, Transit Checks and Certifications
- How to manage command over Designated Co-Pilot in normal and abnormal situation
- How to interact, behave, liaison with ground personnel, security and regulatory authorities as a Captain during flight operations

Location: Bangalore

Establishment: Spirit Air

Duration: 6 Weeks

Phase VI

- Multi Engine Aircraft Endorsement Training on Islander BN 2T -4S / King Air 250 - as per CAR Section 7- Series B Part XVIII Issue I
- Submission of Documents and Licences for Endorsement of Islander-BN2T-4S/ King Air 250 - as Pilot in Command

Location: UK/USA

Establishment- Flight Safety International/ Britten-Norman-Aircraft Manufacturer

Duration: 6 Weeks

Phase VII

Airline Flying Training in Scheduled Commuter Airline

- Line Oriented Flying Training (LOFT) for 80-100 sectors and Route Checks
- Route Checks
- Release to Fly as Captain

N.B During Training candidate will be trained for managing various units of Flight Operations like- Flight Dispatch, Crew Management, Flight Safety, Crew Training

ANNEXURE B-**Terms and Conditions-Training Fee Payment****Training Fee****Airline Captain Course- AB INITIO Fee/ Flying Training Fee**

Flying Training for 200 hours on DA40NG for PPL and CPL*	Rs. 45 Lakhs
Multi-Engine Aircraft Endorsement-BN2T-4S / King Air 250**	Rs. 15 Lakhs
Command Training	Rs. 10 Lakhs

* Inclusive of Ground classes and Simulator training ** Expense towards traveling, boarding, lodging in foreign countries will be borne by Spirit Air

Fee Payment Schedule: Through RTGS ONLY

Instalment I	Rs.5 Lakhs	At the time of signing training agreement
Instalment II	Rs.10 Lakh	35 days prior to commencement of training – Phase II
Instalment III	Rs.10 Lakh	35 days prior to commencement of Training Phase III
Instalment IV	Rs.20 Lakh	35 days prior to commencement of Training Phase IV
Instalment V	Rs.10 Lakh	35 days prior to commencement of Training Phase V
Instalment VI	Rs.15 Lakh	35 days prior to commencement of Training Phase VI

- As a proof of financial ability to pay training fees as and when required and that of commitment that candidate will undergo the entire training programme, candidate will be required to provide Irrevocable Bank Guarantee- Rs.10 Lakh at the time of signing Training Agreement
- When demanded, candidate, will make payment of required training fee through RTGS and the Bank Guarantee provided by the candidate will be returned on receipt of payment, as required 35 days prior to commencement of Training Phase VI
- For Bank Guarantee Format, please visit Approval Page

- In case candidate fails to pay the training fee when demanded, the available Bank guarantee of Rs. 10 Lakhs will be encashed, training agreement and related employment agreement will stand terminated, automatically

The Fee Payment date will be counted from the date of commencement of course/delivery of resources.

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