

**ROLLS-ROYCE REGIONAL TRAINING CENTER AGREEMENT**

**BETWEEN**

**ROLLS-ROYCE CORPORATION  
through its REGIONAL TRAINING CENTER**

**AND**

---

(Purchaser Legal Entity Name)

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# Rolls-Royce Regional Training Center Agreement

THIS AGREEMENT is effective as of the last date signed (hereinafter referred to as the "Effective Date") by and between:

Rolls-Royce Corporation whose registered office is at 2001 S. Tibbs, Indianapolis, Indiana (hereinafter referred to alternatively as "ROLLS-ROYCE") of the one part; and

\_\_\_\_\_  
(Company Name)

whose registered office is at: (Address)

\_\_\_\_\_  
(hereinafter referred to alternatively as "PURCHASER")

## NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Scope:** The purpose of this Agreement is to allow the PURCHASER to order Training Services per the Training Courses Catalog, currently being offered by the Rolls-Royce Corporation through its Rolls-Royce Regional Customer Training Center (hereinafter "ROLLS-ROYCE") or for those items not identified in the catalog per a Request for Quote. The Rolls-Royce training catalog can be found at the following web address: <http://www.rolls-royce.com>.
2. **Non-Disclosure:** "Confidential Information" means any and all information that is of a confidential, proprietary nature that is furnished or disclosed to PURCHASER under this Agreement. Confidential Information will remain the property of Rolls-Royce, and PURCHASER will not be deemed, by virtue of this Agreement or any access to the Confidential Information, to have acquired any right or interest in or to any such Confidential Information.
  - 2.1. PURCHASER agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to PURCHASER's own employees or subcontractors having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party other than to subcontractors under a contract with PURCHASER and under a duty not to further disclose the Confidential Information and to destroy or return the Confidential Information upon completion of the contract; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify Rolls-Royce promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist Rolls-Royce in every reasonable way to stop or minimize such unauthorized use or disclosure.
3. **Permission To Copy The Licensed Materials; Restrictions On Use:** Rolls-Royce course materials and handouts, training manuals, electronic media, et al, are not to be copied in whole or in part without explicit written permission from Rolls-Royce.
4. **Intellectual property rights:** This Agreement shall not be construed as granting to the PURCHASER expressly or impliedly any rights under patents, copyright or any other intellectual property rights in or in relation to the technical information, technical data, or technical publications provided or presented under this Agreement, which shall remain vested in ROLLS-ROYCE and/or its Subcontractors. The Intellectual Property Rights to the materials and/or Services shall vest in ROLLS-ROYCE, PURCHASER may not utilize materials for commercial purpose or to develop training programs, which are then repackaged and presented by the individual for either commercial or corporate benefit. As to services provided under this Agreement, any rights pertaining to Intellectual Property as spelled out in Clause 2 above.

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- 5. Export:** The Parties agree to abide by any U.S. Government International Traffic in Arms Regulations (ITAR), Export Administration Regulation (EAR), or any other export laws and regulations as they may relate to this Agreement. The Parties agree to timely obtain the proper export authorizations as required by the ITAR. The receiving Party shall indemnify and hold the furnishing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving Party to comply with this clause.
- 6. Payment:**
- 6.1. During the term of this Agreement, PURCHASER may place orders pursuant to the Training Catalog for regularly scheduled classes that take place at the Rolls-Royce Regional Training Center in Indianapolis, Indiana or designated Rolls-Royce Training site. Any purchase order placed must contain a reference to this agreement and that these are the terms of the contract.
  - 6.2. During the term of this Agreement, PURCHASER may place orders pursuant to a Request for Quote for those items which are not identified, or scheduled in the Rolls-Royce Training Catalog, which may include special training classes scheduled upon request that may take place either at the customer's own site or at the Regional Customer Training Center or designated Rolls-Royce Training site. Specific Conditions pertaining to off-site training are contained in Schedule 1.
  - 6.3. Charges for Services pursuant to this Agreement and any Contract(s) made hereunder will be in accordance with the published rates in the Rolls-Royce Training catalog, unless otherwise stated in a special Quote. Quotations issued pursuant to this Agreement shall specify the period during which the Services are to be made available to the PURCHASER.
  - 6.4. Prices and delivery dates quoted by ROLLS-ROYCE shall be valid for acceptance by the PURCHASER for a period of ninety (90) days from the date of the Quotation unless otherwise stated. The PURCHASER may accept the ROLLS-ROYCE Quotation within the validity period of such Quotation by placing a formal purchase order with ROLLS-ROYCE unless ROLLS-ROYCE has prior to the date of receipt of such order withdrawn the Quotation. All orders shall expressly reference this Agreement and the Quotation.
  - 6.5. A contract for the supply of the Services specified in the order shall come into effect upon the date of the unconditional written acceptance of such order by ROLLS-ROYCE via facsimile, postal mail or in PDF format via e-mail.
  - 6.6. The Price shall include the use and transportation of materials, software, publications, support equipment and training aids, including training engines (if provided).
  - 6.7. Pricing of Services does not include any travel, accommodation, or subsistence for students during their stay in Indianapolis.
  - 6.8. Unless otherwise agreed and stated in the Quotation, the Training Course(s) shall be provided at the RCTC, which is located at the Indianapolis International Airport.
  - 6.9. All payments due by the PURCHASER must be received at least 30 days in advance of the scheduled training event unless other arrangements are made in advance and agreed by Rolls-Royce in writing. All payments due shall be paid in US Dollars using any of the following methods:
    - (a) Cash
    - (b) Credit cards (MasterCard, Visa, American Express, JCAB)
    - (c) Company or Traveler's checks
    - (d) Purchase Orders
    - (e) Electronic (wire) transfer
  - 6.10. PURCHASER that is attending class though a grant or scholarship is required to provide payment of tuition fees to ROLLS-ROYCE CORP prior to start of class. Reimbursement of tuition fees by the grant or scholarship to the PURCHASER is the responsibility of the PURCHASER.

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## 7. Warranty & Disclaimer:

7.1. ROLLS-ROYCE shall use due care and skill in providing Training Course pursuant to any Contract(s) made hereunder. Such Training Course shall be consistent with standard industry practices. If any Service is shown to ROLLS-ROYCE's reasonable satisfaction to be incorrect or incomplete then ROLLS-ROYCE's sole obligation and liability will be at its sole discretion to either correct or amend and/or provide a free of charge Training course to the same individuals who participated in the training course, which was incorrect or incomplete.

7.2. Limitation of Remedies: THE WARRANTY, OBLIGATIONS AND LIABILITIES OF ROLLS-ROYCE AND THE RIGHTS AND REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF AND PURCHASER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE** OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF ROLLS-ROYCE OR ROLLS-ROYCE'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF, AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

7.3. Limitation of Liability: Neither PURCHASER nor ROLLS-ROYCE (nor ROLLS-ROYCE's suppliers) shall be liable for any indirect, consequential, special, incidental or punitive damages of any kind or nature under any circumstances or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of use of the Supplies or any associated equipment, cost of capital, cost of substitute goods, facilities, services or downtime costs or increased costs of any kind. In no event shall the liability of ROLLS-ROYCE or ROLLS-ROYCE's suppliers arising under this Agreement exceed the price of the Supplies or services that gives rise to the claim.

7.4. Limitations Specifically Negotiated: ROLLS-ROYCE and PURCHASER acknowledge and agree by execution of this Agreement that the Limitations of Remedy and Liability set forth herein have been specifically called to PURCHASER's attention, negotiated and agreed to by PURCHASER and ROLLS-ROYCE in consideration of the purchase price and other terms of this Agreement.

7.5. ROLLS-ROYCE shall not be responsible for the level of attainment reached by the Students pursuant to any Contract(s) nor for their ability to practically apply the information supplied by ROLLS-ROYCE whether generally or for any specified or known purpose.

7.6. ROLLS-ROYCE makes no representation or warranty as to the adequacy or suitability of the Training Course(s) to enable the PURCHASER to achieve any particular purpose whether or not known to ROLLS-ROYCE

## 8. Compliance with Local Laws & Regulations

8.1. While at the ROLLS-ROYCE's Training Center or on premises of ROLLS-ROYCE in connection with the Training Course(s), the PURCHASER shall be directly responsible for all acts or omissions of the PURCHASER's Students. Students and PURCHASER agrees that students will comply with the following:

- (a) ROLLS-ROYCE's security regulations;
- (b) the appropriate regulations necessary to comply with the requirements of national security for the location;
- (c) the advice, safety, rules and recommendations made by ROLLS-ROYCE; and
- (d) all statutory provisions, regulations and orders

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8.2. ROLLS-ROYCE may, on reasonable grounds, require that PURCHASER remove any Student of a Training Course., and PURCHASER agrees to comply. Any person so removed will not be permitted to attend a future Training Course unless and until agreed in writing by the Parties.

8.3. All Students who enter and remain at the ROLLS-ROYCE Training Center or on any other ROLLS-ROYCE or ROLLS-ROYCE's subcontractor or customer premises do so entirely at the risk of the PURCHASER except in the case of the proven negligence of ROLLS-ROYCE or its employees, sub-contractors or agents, and the PURCHASER shall not make any claim against ROLLS-ROYCE in respect of any loss, damage or injury whatsoever except arising by reason of the negligent acts or omissions of ROLLS-ROYCE or its employees, sub-contractors or agents which is suffered by such Students or by the PURCHASER arising whilst such Students are at the Training Center or on any other ROLLS-ROYCE premises.

### **9. Insurance:**

Customer shall maintain insurance amounts sufficient to meet indemnity requirements, and if required, Customer will provide evidence of such insurance via a certificate of insurance.

### **10. Termination Liability/Cancellation:** The PURCHASER may terminate any enrollment(s) in writing before the commencement of any Training Course(s) subject to payment of the following cancellation charges:

- 10.1. More than ten (10) working days' prior notice – no charge.
- 10.2. Between five (5) and ten (10) working days' prior notice – 50% (fifty per cent) of the Contract Price.
- 10.3. Less than five (5) working days' prior notice – 100% (one hundred per cent) of Price.
- 10.4. The PURCHASER may terminate any enrollment(s) once a Training Course(s) has commenced by giving written notice of termination to ROLLS-ROYCE. Such notice shall have immediate effect. The PURCHASER shall be liable for the full tuition fee in the event that any Training Course(s) is so terminated.
- 10.5. Upon cancellation, any advanced payments received by ROLLS-ROYCE shall be refunded to PURCHASER, excluding any cancellation charges that are applied in accordance with the cancellation charges identified above.
- 10.6. If the Training Course is interrupted by Rolls-Royce for reasons beyond Rolls-Royce's control, and the course objectives can not be completed during the scheduled course dates, the course may be either extended or cancelled. Should the Training Course be cancelled the PURCHASER will be reimbursed for the tuition fees for the course or will be provided a credit equal to the value of the tuition fees that can be applied at the next scheduled Training Course. The credit will be valid for a period not to exceed 1 year from date of Training Course cancellation. Rolls-Royce is not responsible for airfare, hotel, or other expenses incurred by the PURCHASER as a result of course cancellation.

### **11. Law and interpretation:** Any action under this Agreement shall be brought in the Courts of the State of Indiana, and shall be governed by and construed in accordance with the laws of the State of Indiana, United States of America, without regard to its choice of law statutes. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the transactions contemplated by this Agreement.

### **12. Amendment:** Any amendment to this Agreement and/or to any Contract(s) created pursuant to the provisions of the Agreement shall require the prior written agreement of both Parties.

### **13. Waiver:** Failure by either Party at any time to enforce any of the provisions of this Agreement or any Contract(s) made pursuant to this Agreement shall not be construed as a waiver by such Party of such provisions or in any way affect the validity of this Agreement or any part thereof or any such Contract(s) or any part thereof.

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14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties with respect to its subject matter and shall not be changed except by written Agreement signed by both Parties. ROLLS-ROYCE and PURCHASER shall cooperate, and assist each other and shall take all necessary actions in order to fulfill the intent and purpose of this Agreement.

\_\_\_\_\_  
(Company)  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Rolls-Royce Corporation**  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## Appendix I – Offsite Terms and Conditions

For courses that are held off-site away from the Regional Customer Training Center or designated Rolls-Royce Training site, requiring Rolls-Royce instructional staff to travel to customer location, the following terms shall apply in addition to the above terms:.

- 1. Materials:** Course training manual and handouts to be provided by Rolls-Royce Customer Training staff.
- 2. Classroom:** Customer agrees to provide a classroom suitable for the lecture portion of the class with amenities suitable for student participation including chairs, desks/tables, projection screen and equipment, adequate lighting and ventilation to foster an acceptable learning environment. Class each day will be conducted between the hours of 0800 to 1600 local time with a one-hour break for lunch. As the class progresses, if additional time is necessary to complete the course within the scheduled course dates, the length of each class may be extended accordingly.
- 3. Computer projector:** Customer will provide an LCD (or similar) projector and cabling for attachment to the instructor's presentation computer.
- 4. Engine laboratory:** Customer agrees to provide an engine laboratory environment suitable for hands-on engine maintenance including, but not limited to component/LRU removal/installation and inspection in reasonable proximity to the classroom. An electrical power source is also to be available to computing, lighting, and inspection equipment.
- 5. Engine Tooling and Equipment:** Customer agrees to provide all tooling, including special tooling as outlined in the Engine and Maintenance Manuals, to conduct the training requested. A list will be provided by Rolls-Royce Customer Training for customer verification before training arrangements will be finalized. If such tooling cannot be provided by the customer, Rolls-Royce Customer Training can provide the special tooling required for the program. The customer would incur additional cost for shipping and import/export fees beyond the quote attached herein.
- 6. Engine Training Aids:** Unless agreed otherwise, Rolls-Royce will make reasonable efforts to provide an engine training asset in advance of a requested service quote. If a Customer engine is used, Exhibit 2, indemnification must first be executed.
- 7. Course Language:** Course is to be taught by Rolls-Royce personnel in the English language. The customer is responsible for supplying a competent technical translator for the group during each instructional session. If the translator is also a participant in the training, he/she will receive a training certificate for the program without tuition charge.

\_\_\_\_\_  
(Company)  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Rolls-Royce Corporation

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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EXHIBIT 2

INDEMNIFICATION

1. If the Customer agrees to provide an engine for the purpose of the course, it is agreed by the parties that this engine training asset is:

- 1.1. a non-serviceable training engine, and
1.2. it is the Customer's responsibility to provide appropriate maintenance tooling, equipment and consumables to support the agreed training tasks conducted, and
1.3. subsequent to the training activity, Customer will undertake at its expense all necessary inspection actions and
1.4. the engine will not to be returned to service by the customer without the customer at its expense taking appropriate maintenance through an authorized shop and
1.5. it is the operator's responsibility to certify that the engine is airworthy (or serviceable for non-aircraft applications) on the completion of training activity on the engine and to complete all required release documentation and
1.6. The Customer indemnifies Rolls-Royce should any of the above undertakings not occur.

2. Rolls-Royce is not responsible for returning the training engine, component or LRU to a serviceable condition.

3. Rolls-Royce is not responsible for replacement, nor repair of components damaged during the conduct of the training course.

4. It will be the operator's personnel working on the engine under guidance from the instructor

5. If the course is being conducted at an operator's facility and the course includes students from other organisations who will also be working on the engine then maintenance tasks are still conducted at the operator's risk.

(Company)
By: (Signature)
Name: (Print)
Title:
Date:

Rolls-Royce Corporation
By: (Signature)
Name: (Print)
Title:
Date: