

**CONTRACT
for a Key Action 1: Learning**

**Mobility of Individuals**

**Under the Erasmus+ Programme**

This Agreement, governs the relationship between:

Obchodní akademie Tomáše Bati a Vyšší odborná škola ekonomická Zlín

registered office: náměstí T. G. Masaryka 3669, Zlín, 760 01, Czech Republic

represented by: Pavel Hýl, Director

hereinafter referred to as the »sending organisation»

**and**

wisamar Bildungsgesellschaft gemeinnützige GmbH

registered office: Heinrichstr. 5-7, 04317 Leipzig, Germany

represented by: Sabine Röhrig-Mahhou, Managing Director

hereinafter referred to as «the receiving organisation»

**Article 1: Object**

The sending organisation and the receiving organisation undertake to carry out the mobility programme referred to in this Agreement, which falls under No. 2018-1-CZ01-KA102-047154 signed between Erasmus+ National Agency of the sending country and the sending organisation for the project named “Work and Learn in Europe – New Challenge”.

This Agreement, which all parties declare they have read and approved, governs the relationship between the parties and defines the rights and obligations associated with their participation in the above KA1 programme.

Details of the framework for implementation of the exchange programme are given in the agreement signed between the Erasmus+ National Agency and the sending organization

**Article 2: Duration and number of participants**

The programme starts on 05.05.2019 and ends on 01.06.2019; the duration is four weeks. Number of participants is six students and two accompanying teachers. This Agreement covers the above-mentioned period and number of participants.

**Article 3: Obligations of the partners**

**Article 3.1: Obligations of the sending organization**

The sending organization undertake to:

– Collect all necessary information to ensure that the participants and conditions meet the eligibility criteria under the Erasmus+ K1 programme;

– take the measures necessary for the preparation, implementation and efficient operation of the exchange referred to in this Agreement, in accordance with the provisions of the agreement signed between the Erasmus+ National Agency and the sending organization;

– ensure the valorisation of the competences acquired during the programme in cooperation with the receiving organization, on the basis of jointly defined criteria;

– ensure that the participants have the necessary language skills:

 [ ]  Communicative language skills in German language

 [x]  Communicative language skills in English language

 [ ]  One translator with German language skills accompanies the group

 [ ]  One translator with English language skills accompanies the group

– send the receiving organization all relevant information about the participants, the content and objectives of the project at least six weeks before the start of the programme.

– assurance of the necessary insurances:

1. **Health Insurance coverage:**

Usually basic coverage is provided by the national health insurance of the student as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. For these reasons a complementary private insurance is recommended.

In signing this contract the sending organisation confirms that they have been made aware of Health Insurance issues and acknowledges that Health Insurance coverage has been organised.

1. **Liability Insurance coverage** (covering damages caused by the participant e.g. at the workplace):

A liability insurance covers damages caused by the participant during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for placements. Trainees therefore run the risk of not being covered.

Damages, culpably caused (with intent or negligent) by students in companies or training centres have to be covered by the students themselves. Wisamar cannot be held liable for such damages.

In signing this contract the sending organisation confirms that they have been made aware of the Liability and Liability Insurance issues. This insurance is highly recommended but it is in the hands of the sending organization to organize the liability insurance.

1. **Accident Insurance coverage** related to the participant's tasks (covering at least damages caused to the student at the workplace):

This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes.

In signing this contract the sending organisation confirms that they have been made aware of the issues with Accident Insurance. This insurance is highly recommended but it is in the hands of the sending organization to organize the Accident Insurance.

**Article 3.2: Obligations of the receiving organization**

The receiving organization undertakes to:

– take the measures necessary for preparation, implementation and efficient operation of the programme referred to in this Agreement, in accordance with the terms and objectives of the programme described in the agreement signed between the Erasmus+ National Agency and the sending organization

– provide participants with logistical support;

– provide participants with information

– cooperate, with the person in charge of monitoring the exchange in the sending organisation;

– ensure that all measures have been taken to cover the participants for any accident risk associated with the actual implementation of the exchange governed by this Agreement.

**Article 4: Programme of the exchange**

Details of the programme of the exchange governed by this Agreement are given in annex to this Agreement.

**Article 5: Financing**

For the exchange governed by this Agreement, the sending organization undertakes to finance mobility expenditure in accordance with the financing rules established by the Erasmus+ National Agency.

**Article 6: Payments**

The sending organization undertakes to pay to the host organization the total amount of

 € 5 766,50 based on the agreed calculation.

This amount has to be received on the account of receiving organization as follows:

100 % before the exchange begins, not later than 05.05.2019: 5 766,50 €

**Article 7: Bank account**

The amount of 5766,50 € (before the exchange begins, not later than 05.05.2019), to be paid to the receiving organisation, will be transferred to the following bank account:

Account holder: Wisamar Bildungsgesellschaft gemeinnützige GmbH

Bank: Deutsche Bank Privat- und Geschäftskunden AG

IBAN: DE56 8607 0024 0290 5065 00

BIC: DEUTDEDBLEG

**Article 8: Reports**

The receiving organization will submit a final report within one month after the end of the exchange.

The information given in the report shall include the duration of the exchange and the tasks performed by the host organization, as well as the conclusions about the foreseen impact on participants. Europass mobility documents for each participant will be attached to the report as long as they are provided by the sending organisation.

**Article 9: Monitoring and checks**

The receiving organization shall supply the sending organization immediately with any information he/she may require about the execution of the programme governed by this Agreement.

The receiving organization shall keep available for the sending organization any documents which demonstrate that the programme is being carried out, or has been completed, in accordance with the terms of the agreement signed between the Erasmus+ National Agency and the sending organization.

The parties of this present contract undertake to allow staff of the National Agency, the European Commission and the Court of Auditors of the European Communities, and persons authorised by them, appropriate access to the sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the project. Access by persons authorised by the National Agency, the European Commission or the Court of Auditors of the European Communities may be subject to confidentiality arrangements to be agreed between the National Agency, the European Commission or the Court of Auditors of the European Communities and the parties of this present contract.

**Article 10: Liability**

Each contracting party shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The sending organization shall indemnify the Erasmus+ National Agency, the European Commission and their staff against any legal action to recover damages sustained by third parties, including project staff, as a result of the performance of this Agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the Erasmus+ National Agency, the European Commission or their staff.

**Article 11: Termination of the Agreement**

In the event of failure by one of the contracting parties to perform any of the obligations arising from this Agreement, and regardless of the consequences provided for under the applicable law, the sending organization is legally entitled to terminate or cancel this Agreement without any further legal formality where no action is taken by the parties within one month of receiving notification by registered letter.

If the beneficiary terminates the agreement before its agreementual end or if he/she fails to follow the agreement in accordance with the rules, he/she will have to refund the amount of the grant already paid.

The sending organization must inform the Erasmus+ National Agency immediately of any event likely to have an adverse affect on the performance of this Agreement, and provide all necessary details.

**Article 12: Jurisdiction clause**

Where no amicable agreement can be reached, the courts of Germany shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The law applicable to this Agreement is the law of Germany.

**Article 13: Amendments or additions to the Agreement**

Amendments to this Agreement may be made only by codicil signed on behalf of each of the parties by the signatories to this Agreement.

**Annexes as integral part of this agreement:**

* Training programme
* Quality Charter for Mobility as published online (<http://eu-mobility.eu/downloadcenter/quality_charter_for_mobility.pdf>).
* List of participants
* If applicable: Assessment sheets
* If applicable: exclusion of liability for students younger than 18 years who stay without legal authority (teacher)

Done at: Leipzig (duplicate)

Date: 15.04.2019

For the sending organisation

Name, position: Pavel Hýl, Director

Signature:

For the receiving organisation

Name, position: Sabine Röhrig-Mahhou, Managing Director

Signature