



## **STANDART CONTRACT**

**EXPLORING GASTRONOMY IN SPAIN**

**UNIVERSAL MOBILITY SL (GRANADA, SPAIN)**

**&**

**STŘEDNÍ PRŮMYSLOVÁ ŠKOLA POTRAVINÁŘSTVÍ A SLUŽEB PARDUBICE**

## STANDART CONTRACT

This Agreement, drawn up for the Communities' Erasmus + programme governs the relationship between:

**STŘEDNÍ PRŮMYSLOVÁ ŠKOLA POTRAVINÁŘSTVÍ A SLUŽEB PARDUBICE**

registered office: **náměstí Republiky 116, Pardubice 53114, Czech Republic**

represented by: **Mgr. Zdeněk Zitko**

phone number: **+420 466 530 545**

hereinafter referred to as «the Beneficiary» and «the sending organisation»

and

**UNIVERSAL MOBILITY SL**

registered office: **Santa María Micaela 18 pta 119**

**Valencia 46008**

represented by: **Florin Manole**

hereinafter referred to as «the host organisation or receiving organisation»

It has been agreed as follows:

### **Article 1: Object**

The parties undertake to carry out a training programme for a group of 10 students and 1 accompanying teacher within the framework of the Erasmus+ project number **2018-1-CZ01-KA102-047311** in Granada, Spain. The training language is English.

The training topic is **specified i Annex n.1** according to the field of study of each student.

Necessary language level of all participants: English at level A2 CEFR

### **Article 2: Duration**

The placement (internship) starts on **15th of June** and ends on **29th of June 2019**, the duration is 13 nights. This Agreement covers the above-mentioned period.

### **Article 3: Responsibilities and obligations of the sending organisation**

#### **3.1. The sending organisation undertakes to:**

- cooperate with the receiving organisation in the preparations of the mobility project, provide all organisational data which are necessary to prepare the stay abroad;
- provide participant details at least four weeks before the mobility period (name list, birth date, sex, allergies and other health issues). In case of changes in the participants' list, the sending organization assures to immediately inform the receiving organization. The receiving organization will in turn try to organize all organizational aspects accordingly but is not obliged to do so in case of missing external resources. / The

receiving organization is not obliged to provide accommodation and subsistence under the same financial conditions, especially if changes in the accommodation are necessary for reason of changes in the number of male and/or female participants;

- organize the international travel to Granada, Spain;
- provide language preparation of the participants, if foreseen by the Erasmus+ grant;
- ensure that the necessary is done to cover personal insurance of all participants: accident insurance, third party liability insurance, health insurance which must cover the whole training and/or placement of the participants and all their activities;
- provide full support to participants in the performance of administrative formalities necessary for entry and stay in the receiving country;
- carefully check the condition of the accommodation at the beginning and at the end of the project. In case of any damages in the accommodation, the participants and the sending organization are obliged to compensate the damage. The receiving organization shall not bear responsibility for damages caused by the participants;
- put down a deposit 20 € / participant on the first day of the arrival to Universal Mobility SL for possible damages caused by the participants (If the participants have caused any damages during their stay, the cost of the mending will be deduced from the deposit and the rest will be refunded to the accompanying teachers);

### **3.2. The receiving organization undertakes to:**

- define with the coordinator a tailor-made programme according to the mobility project's requirements;
- assure the realization of the training and free time activities (four 2-3 hours programmes during the weeks + 1 whole-day programmes);
- ensure that participants have at least 30 working hours per week;
- provide practical support to arrange the stay abroad;
- provide adequate facilities for the practice of the participants;
- provide supervisor or trainer with adequate qualification according to the project requirements
- cooperate with the representative of the sending organization responsible for monitoring of the practice;
- ensure that the knowledge and skills of the participants are used in the most appropriate manner and that they receive tasks and responsibilities that meet their qualifications and experience;
- provide – in cooperation with the receiving organization – assessment of skills and competences acquired by beneficiaries during the practice, based on objective criteria jointly agreed;

- provide emergency support in case of an accident and/or illness of participants, or crime. The costs for health care services are to be covered by the participants' insurance; the receiving organization does not provide for the costs of health care services;
- provide certification of the acquired learning outcomes and to cooperate with the receiving organization in issuing the Europass mobility;
- provide the results of the final project evaluation to the receiving organization.

As regards accommodation, subsistence and free time activities for the group, the receiving organization undertakes to:

- provide accommodation in hostel in shared rooms for the students and for single room with private bathrooms for the accompanying teacher
- provide the tickets for public transportation in the city of location for the whole group
- provide the following meals for the whole group: Breakfast , Lunch, Dinner (at least one hot meal)

3.3. The receiving organization undertakes to organize the transfer of the participants from the airport to the accommodation on the day of arrival and back on the day of departure.

#### Article 4: Financing

For the placement governed by this Agreement, the partnership undertakes to finance mobility expenditure in accordance with the financing rules established by the National Agency.

4.1 The Beneficiary organisation undertakes to pay to the host organisation the following concepts for

Full board accommodation teacher, three meals daily, single/s bedroom	<b>780 €</b>
Full board accommodation students, three meals daily, shared room	<b>8 510 €</b>
Local transport costs (10+1)	<b>315 €</b>
TRANSFER FORM/TO Malaga airport	<b>660 €</b>

4.2 The total amount of **10 265 €** must be paid to the host organisation in two following payments:

- **80% - 11 776 € until 28.5. 2019**
- **20% - 2 944 € 1 week before the internship ends**

#### **Article 5: Bank account**

5.1. Payments shall be made to the receiving organization's bank account as indicated below:

##### **UNIVERSAL MOBILITY S.L.**

**Bank name: Banco Santander**

**Address: Peset Aleixandre, 25, 46006 València, Valencia**

**Account number: 0049-0935-86-28103081853**

**IBAN Code: ES44 0049 0935 8628 1030 8185**

**Swift Code / Bic: BSCHEMM**

#### **ARTICLE 6 – Data protection**

The receiving organization collects, processes and uses the personal data of the participants.

To support the dissemination of the project results and of the Erasmus+ programme, the receiving organization intends to publish photos and videos of the training and cultural programme via the receiving organization's website. For this purpose, the sending organization is going to ascertain the written consent of all participants (in case of minors, the participants' legal representatives) to the publication of project photos and videos which will be taken during the official programme. The sending organization is liable to hand over the written consent of the participants / their legal representatives at the beginning of the training / placement and to inform the receiving organization if a participant / his legal representatives have not given their written consent.

#### **ARTICLE 9 – Cancellation**

In case the sending organization cancels the training placement for one student, a few students or even the whole group the sending organization has to pay the fee and/or compensation:

- A 50% will be deducted from the 80% paid, if the cancellation is made from 4 to 2 weeks before the fixed date of arrival of the project participants.

- A 100% of the whole amount will be deducted if the cancellation is made within the last 2 weeks before the fixed date of arrival of the project participants

These fees/compensations have to be proved by companies' invoices.

The receiving organization may terminate this contract for a continuing compelling reason without a notice period, taking into account all the circumstances of the specific case and weighing the interests of all contract parties, if it cannot reasonably be expected to continue the contractual relationship until the agreed end.

Compelling reasons in the aforementioned sense are e.g.

- lack of cooperation of the sending organization, especially false or incomplete information about the requirements of the project (e.g. the language of the training),

- severe language problems so the successful training/placement is at risk, or
- if a participant does not cooperate so the successful training/placement is at risk, after the receiving organization has cautioned the participant in advance.

If this contract is terminated for a continuing compelling reason as mentioned before, the sending organization has to pay the agreed fee as well as the compensation for damages caused by the participant and for additional administrative effort of the receiving organization.

**ARTICLE 10 – FORCE MAJEURE**

No Party shall be liable for failure to perform any of its obligations under this Contract when such failure is due to fire, flood, strikes, labour troubles or other industrial disturbances, legal restriction, riot, insurrection, or any other cause beyond the reasonable ability of the Party affected thereby to control, and without such Party's fault or negligence ("Force Majeure"), provided that any Party claiming the existence of Force Majeure shall give notice to the other Party not more than seven calendar days after the commencement of the event of Force Majeure, and shall use prompt and diligent efforts to mitigate the effects of Force Majeure. In the event that any event of Force majeure prevents performance by a Party for more than a third of the calendar days of the training / placement, the other Party may terminate this Contract for cause upon written notice to the non-performing Party.

**Annex 1: Training topic**

A programme of the placement governed by this Agreement is annexed and forms an integral part of the Agreement.

Place: Granada, Spain

Place: Pardubice, Czech Republic

Date:

Date:

**SIGNATURES**

For the receiving organisation:

For the sending organisation:

.....  
Florin Manole  
Managing director

.....  
Mgr. Zdeněk Zitko  
School Principal

ANEX I.

Number	Training position	Placement Profile
1.-2.	<b>Baker</b> <b>2 students in total</b>	<ul style="list-style-type: none"> <li>• Designing and improving recipes.</li> <li>• Measuring and combining ingredients and using mixers, blenders, heat sources, and other equipment to make baked goods, such as cookies, bread, cakes, etc.</li> <li>• Decorating and displaying finished products.</li> <li>• Testing ingredients and finished goods to ensure that each item meets food safety and quality controls.</li> <li>• Greeting customers, answering questions, making recommendations, accepting orders and payments, and providing exceptional customer service.</li> <li>• Cleaning and restocking workstations and ensuring that all equipment is sanitized and prepared for the next shift.</li> </ul> <p><b>Position:</b> grocery stores and specialty shops, including bakeries, restaurants, food producers</p>
3.-4.	<b>Cook-waiter</b> <b>2 students in total</b>	<ul style="list-style-type: none"> <li>• Set up workstations with all needed ingredients and cooking equipment</li> <li>• Prepare ingredients to use in cooking (chopping and peeling vegetables, cutting meat etc.)</li> <li>• Cook food in various utensils or grillers</li> <li>• Ensure great presentation by dressing dishes before they are served</li> <li>• Keep a sanitized and orderly environment in the kitchen</li> <li>• Ensure all food and other items are stored properly</li> <li>• Check quality of ingredients</li> </ul> <p><b>Position:</b> Restaurants, Bistros, Cafes, Canteens</p>
5.-6.	<b>Pastrycook</b> <b>2 students in total</b>	<ul style="list-style-type: none"> <li>• Weighs and measures ingredients, using measuring cups and spoons</li> <li>• Mixes ingredients to form dough or batter by hand or using electric mixer.</li> <li>• Rolls and shapes dough, using rolling pin and cuts dough in uniform portions with knife, divider, cookie cutter.</li> <li>• Molds dough in desired shapes, places dough in greased or floured pans, and trims overlapping edges with knife.</li> <li>• Mixes and cooks pie fillings, and pours fillings into pie shells and tops filling with meringue or cream.</li> </ul> <p><b>Position:</b> Pastries, Cafes, Desserts production factories, Bakeries,</p>
7.-10.	<b>Food technology</b> <b>4 students in total</b>	<ul style="list-style-type: none"> <li>• Specialize in one phase of food technology, such as product development, quality control, or production inspection.</li> <li>• Tests new products in test kitchen and develops specific processing methods in laboratory pilot plant, and confers with process engineers</li> <li>• Studies methods to improve quality of foods, such as flavor, color, texture, nutritional value, convenience, or physical, chemical, and microbiological composition of foods.</li> </ul> <p><b>Position:</b> Food proces factories, Food control, Food qauality inspectors</p>