



CONTRACT for the Erasmus+ (KA1) training project:

"Number of the project: 2019-1-CZ01-KA102-060535"

Name of the sending organization: Střední škola zemědělská a potravinářská, Klatovy,
Národních mučedníků 141

Address: Národních mučedníků 141, 339 01 Klatovy, Czech Republic

E-mail:

Website:

called hereafter **"the sending organisation"**, represented for the purposes of signature of this contract by:

Ing. Vladislav Smolík, school principal

and

Name of the receiving organisation: Fattoria Biologica Patrice di Niclas Patrice

Address: Frazione Uncinano 148, 06049 Spoleto (Italy)

Telephone:

E-mail:

Website:

called hereafter **"the receiving organisation"**, represented for the purposes of signature of this contract by:

Patrice Niclas, managing director

have agreed on:

CONDITIONS

ARTICLE 1 – OBJECT

1.1. The parties undertake to carry out a training programme for a group of 15 students and 1 accompanying teacher within the framework of the Erasmus+ project 2019-1-CZ01-KA102-060535 in Italy. The training language is English.

1.2. The training topics are:

- Harvesting olives and oil production
- Taking care of the livestock
- Helping with the seeding of wheat
- Workshops on organic production, farm management and investments

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



ARTICLE 2 - DURATION

2.1 The contract shall come into force on the day of Signing.

2.2 The Training Placement starts on 23rd October 2021 and ends on 6th November 2021, for a duration of 2 weeks.

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, in particular provide all organisational data which are necessary to prepare the stay abroad;
- provide participant details at least two 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.
- organize the international travel to Rome, Italy;
- provide language preparation of the participants, if foreseen by the Erasmus+ grant;
- provide – in cooperation with the receiving organization – assessment of skills and competences acquired by the beneficiaries during the practice, based on objective criteria jointly agreed;
- 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.



ARTICLE 4 – Responsibilities and obligations of the receiving organization

4.1. 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 according to the following schedule: 10 days of the training programme, other culture and sports activities;
- 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 requirement;
- 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.
- provide the transport between the airport and the farm

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

- provide accommodation on the farm in Italy in shared rooms for the students and for single rooms for the accompanying teachers with shared bathrooms
- provide the following meals for the whole group: Breakfast, Lunch, Dinner

4.3. The receiving organization undertakes to organize the transfer of the participants to the national airport in Rome on the day of arrival and back on the day of departure.



ARTICLE 5 – PAYMENTS

5.1. The Sending organisation undertakes to pay to the Receiving organisation the Erasmus+ contribution of an amount of **17 600, 00 €** for the project governed by this Contract, as follows:

Individual support (15 students and 1 teacher) 17 010 €

Transport from and to the airport (15 students and 1 teacher) 590 €

The total sum of **17 600, 00 €** governed by this Contract will be paid to the receiving organisation until 25th October.

ARTICLE 6 - BANK ACCOUNT

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

Name of the bank: [REDACTED]

Address of the bank: [REDACTED]

SWIFT Code: [REDACTED]

IBAN: [REDACTED]
[REDACTED]

Currency of the bank account: Euro



ARTICLE 7 – DATA PROTECTION

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

8.2. 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

9.1. 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.

9.2. 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.

9.3. 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.

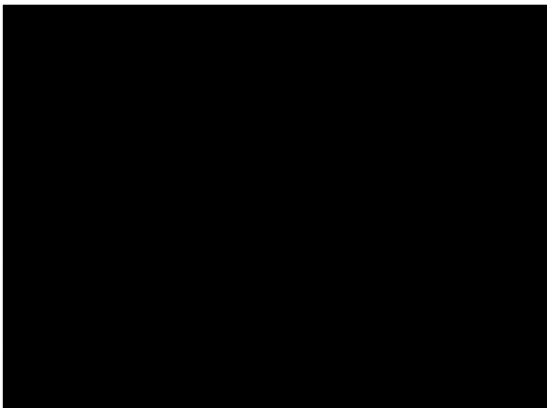


ARTICLE 10 – FORCE MAJEURE

10.1. 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.

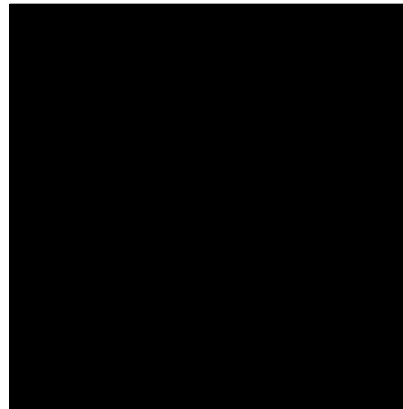
SIGNATURES

For the receiving organisation



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Niclas Patrice
Managing director

For the sending organisation



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Ing. Vladislav Smolík
School Principal

22.10.2021