



STANDARD CONTRACT

Mobility Makes Us Professionals - Gastronomy in Spain

UNIVERSAL MOBILITY SL

and

STŘEDNÍ PRŮMYSLOVÁ ŠKOLA POTRAVINÁŘSTVÍ A SLUŽEB PARDUBICE

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, 53002 Pardubice - Zelené Předměstí

represented by: Mgr. Zdeněk Zitko hereinafter referred to as «the Beneficiary» and «the sending organisation» and

UNIVERSAL MOBILITY SL

registered office: **Santa Maria 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 11 participants and 1 teacher** within the framework of the Erasmus+ project 2020-1-CZ01-KA102-077202 in Granada , Spain. The training language is English. Necessary language level of all participants: English at level A2 CEFR

Article 2: Duration

The placement (internship) starts **on 4.6.2022 and ends on 17.6.2022**, the duration is 13 days. 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 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. / 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 Malaga, 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 of 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 deducted 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;
- 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 a hostel or apartments in shared rooms for the participants, in case of the accommodation in apartment/flats it is possible that they will share it with other/students or teachers from another school (project), they will not share the room with students from other school;
- 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 and Dinner;
- 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 11 students 13 days	8.40 0,00 €	840,00 €	9.240,00 €
Local transport	436, 36 €	43,64 €	480,00 €
Transport from/to the airport	872, 73 €	87,27 €	960,00 €
Full board accommodation 1 teacher 13 days	709, 09 €	70,91 €	780,00 €

TOTAL 11.460,00 €

4.2 The total amount of **11460 euro** must be paid to the host organisation in two following payments:

- « **80 % of the total amount-9168 € until 22.5.2022**
- **20 % of the total amount- 2292 € until 20.6.2022**

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 Alexandre, 25, 46006 València, Valencia** Account number: **0049-0935-86-2810308185**

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 7: Cancellation and COVID

In case of the positive PCR test of some student before arrival, we will return the paid deposit of administration cost of this student to the school and the cost of the cancellation of the accommodation need to be confirmed.

In case of suspected symptoms of Covid during the placement the receiving organization will organize the test for the student. This student will be isolated in an individual room and in quarantine. If Covid is confirmed, all the students from his/her room will be isolated in the hostel room and tested.

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 the additional administrative effort of the receiving organization.

ARTICLE 8: FORCE MAJEURE

No Party shall be liable for failure to perform any of its obligations under this Contract when such failure is due to COVID restrictions, 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.

Valencia, Spain,
11. 5. 2022

SIGNATURES

For the receiving
organisation:

For the sending organisation:

Pardubice, Czech Republic, 17. 5. 2022

Florin Manole

Mgr. Zdeněk Zitko

Managing director

Director